Supreme Court, U.S.
FILED
06-809 JUL 11 2006
OFFICE OF THE CLERK

NO:_____

IN THE

SUPREME COURT OF THE UNITED STATES

Index of Appendices

Joyce Patterson-Beggs 312
South Willard Ave.
Hampton, Virginia 23663
757-265-7784

Appendix A

IN THE SUPREME COURT OF VIRGINIA AT RICHMOND

RECORD NO_052475

Petitioner

Joyce Patterson-Beggs,

Vs.

Respondents

Linda Smith Clerk of Court Circuit Court of Hampton

Kathy Gear Owens, & Del. Tomas D. Gear Richard W. Zahn Jr.,

Petition for Writ of Mandamus

Style of Case

Pro'se Litigant v. Ghost Writing

Joyce Patterson-Beggs, as pro se

312 South Willard Ave.

Hampton, Virginia. 23663

757 265- 7784

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Writ of Mandamus

Petitioners Moves this Court to Issues a Writ of Mandamus to

Order the Hampton Circuit Court Clerk, Linda Smith to show forth the Petitioners Motion to Reinstate Respondents John Pane and Filing fees pursuant Judge Order of Court Room III December 8, 2004 in accordance to Virginia Code .8.105.229 where No Motion for Judgment is needed to Continue the Plaintiffs Suit against the Respondents under the Original Case (97-36817) [See Ghost wring Evidence 2,6, 7, 8, 16, 33] , in which that the Petitions Filled on time with-in the six months 'May 30, 2005' April 30, 2005, which injured the petitioners October 21, 2005, from interring New Evidence, and corrections to other Cases and Proper Appeals Dates shown in the Following Evidence, which Injured the Petitioner Right's to Due Process (See Ghost Writing Evidence, Hereinby as GWE 6,7,8, 14, 21, 22, 28, 35, 52, 67, 16) and see the Plaintiff First Draft of her Petitions for Writ for Certiorari to the United States Supreme Court in 2004.

Pro'se Litigant v. Ghost Writing

1. The Petitioners, pray this Court make Publish this Petition to stop the Cancerous Conspiracy which hereby Ruin the

Petitioners Reputation in her Town of Hampton by violating their Civil Rights over eight years of these cases by the Style of the cases as, Pro 'Se Litigant v. Ghost Writing, because of the By Ghost Writing and behind the sense unbundling Legal Services on behalf of Said Defendants Allied Broker Inc., John Pane,

State Farm General Insurance Inc., hereby as (State Farm), Home Paramount Pest Control me, hereby as (Home Paramount) and Said Persons Unethical Behaviors in these Writ of Mandamus before this Court.

page 3

2. Whereas The Petitioner as Pro' se is a citizen of the United States, a Proud Black Republican placed in Hampton Virginia under a Battered Woman Federal Protection Order to live out her life. The Petitioner as Pro' se has received many Awards for

Helping Battered Woman and the Homeless to find ways to become self supportive. The Petitioner as Pro'se helped bring forth attention to the Perpetual Process of the Old Welfare Systems by bring Awareness for Welfare Systems of Offer Child

Care and Educational tools, & financial assistance to become gainfully employed.

3. The Plaintiff as Pro'se has received an award from the Former Senator Jesse Helms for being an '/;Ordinary Person doing Extraordinary Things". The Former Great Senator Jesse Helms become the Pro'se Mentor, along with his beautiful staff members. The Petitioner as Pro'se also suffers from Complex Dyslexia _d has made many spelling& Grammar mistakes, but her understanding of the law put on the books by the Virginia General Assembly and the Virginia Constitution is very clear, by Self Apprenticeship, and learning better ways to communicate with her disability, reading many online legal Universities, keeping up with their Student Progress of Williams and Mary law students, and Many Books, along with Virginia State web site and local websites, teaching herself by way of a Computer to communicate and function to the best of her ability.

4. One of those websites was the Daily Press Forum, as to why the Petitioner as Pro'se used the Web Names of (MRSJUSTICE1) to learn more about her Beautiful Historical Town Of Hampton Virginia, while displaced from her home in Hampton, living in Lexington Kentucky, trying very hard to hide (her status as a

Black Republican to avoid discrimination) due to her Civil Lawsuit pending in the

Hampton Circuit Court while

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displaced from her home due Injuries to her Infants Children and unsound structure on behalf of Defendants Severe Violations of the Stated wide Building Codes, and Construction Fraud. Del. Tom Gear, a Member of the Hampton City Council at that time, joined this forum around the same time his Sister Kathy Gear Owens Signed on as Council of Record for Allied Broker's Inc. & John Pane. Del. Tom Gear appeared on this forum as a very nice Member of the Democrat Party, and posted his phone number for all Forum members to call if they were having any problems. The Petitioner as Pro'se made that call, and told him of her political affiliations, as a Black Republican and troubles she was facing of seeking Justice, and complains about her first Attorney, before he told her his Sister was Kathy Gear Owens.

5. Petitioners as Pro' se were unaware His Sister Kathy Gear Owens or aware she was a Former Substitute Judge of the Lower Court until reading the story in the local News. Nor

aware for many years, of Respondent John Pane and his Attorney and her Followers participations of Local Wed Site Forum plots to destroy the Petition as Pro'se and Lower Court Judges until Communications became clear a violation of Virginia Code 8.01-407 .1. (c), (d). Which includes Employees working in Clerk Office With Susan M. Alford allowed Mr. Richard Zahn to post date Scheduling Order entered April 10, .2001 for the Date April 10, 2000, along with Clerks using Linda Smith position as Deputy Clerk to File (State Farm) as an Automobile Accidents to damage and injure the Petitioners case for Interference with the Petitioners first Attorney of Record, and Investigation in Bad Faith and Concealing the Petitioners Homeowners see (Sec GWE 5, 15, 22, 23, 29, 30, 35, 52, 68) (see 2, 14, 5, 6, 16, 21 28, 25)

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Writ of Mandamus

The Petitioners Moves the Virginia Supreme Court to Issues an Writ of Mandamus to Add Attorneys Attorney Kathy Gear Owens, Richard Zhan Jr., Del Tom Gear, for Professionals Violations of the Uses of Ghost Writing and Behind the Scheme Unbundling Legal Services by Facts Stated in this Writ of Mandamus and

Ghost Writing Evidence.

6. The Gear Family of Phoebus section of Hampton Virginia has exercised Power over the Hampton Circuit Court Judges and Threats to Judge Residing over these Complex cases in Bold Black letters "Please governing our self accordingly" (See Ghost Writing Evident herein by "GWE" 4) as case were filed as a" Petition" to benefit Kathy Gear Owens and her Clients. (See OWE 2, 6, 33). Clerks Office only adds Kathy Gear Owens Name to the Cases after the Appeal Process is over. It is Clear from the Facts and Evidence that Clerks Office Never Add State Farm New Attorney of Record, because they Listed this case as an Automobile Accident, (See GWE 35, 51, 52, 28, 33, 62) while Protecting, State Farm Agents (See GWE 51) and sending two sets of evidence list (GWE 52, 67, 68, 69,) to the Virginia Supreme Court to Continue to Complicate as Complex Cases before this Court October 11, 2001. Especially OWE 68 which contain the False insurance Documents in State Farm their Motion Craving Oyer, which New Attorney based his Demurer on., which the (See OWE 52) is the Petitioner Evidences to Show Obstruction of Justice. This is clear that State Farm Agents gave their new Attorney of Records false Insurance Document

to Cover that the Petitioners was cover as she pre-closed November 17, 1995 by State Farm, before the Closing date of November

Page 5

20, 1995, taken advantage of a typo that the Petitioner as Pro 'se Corrected with the filing of her Amended Motion of Judgment

7. It is also clear that Clerk Office listed Case 97-36817-01 as a "Petition" to Mislead the Lower Court of the true nature, and true merits on this case not being filed under the Original Case Govern by Administrative Rules of the Clerks Office. (See GWE 37,) As Kathy Gear Owens's Brother Del. Tom Gear appeared with a member of the Petitioner Republican Party, with Senator Allen of Virginia in a T.V. Commercial, on the same day of the Petitioner Motion Hearing October 21, 2005, that was chosen by Attorney Kathy Gear Owens.

8. It is very clear in the petitioner's ghost writing evidence (See GWE 54, 55) that Attorney, Kathy Gear Owens tried to confuses and complicate the lower Court by sending her Motion to Court Room III, and not Court II and uses different cases numbers. Along with Mr. Richard W. Zahn Jr. receiving his Certified Mail

from Tailor & Walker P.C. New Attorney of Record, that Petitioner as Pro'se send to Norfolk Va., and showing up Court to Represent Home Paramount on August and October as if he is working in the Office of Kathy Gear Owens, and if so GWE 53 show a relationship between Allied Broker's Inc, Kathy Gear Owens, John Pane, and Home Paramount Pest Control.

9. The Respondents/Attorneys and Thirty Parties have used Severe Discrimination against the Petitioner as Pro'se for over eight years, because she is a Black Republican, and undermined Good Judges of the Hampton Lower Court involved in these cases.

10. Brain D. Lytle Attempts to end his Law Office Participations, in this cases Ghostly behind the Scheme approaches, to mislead the Court, is appreciated by the

Petitioner as Pro' se and her Infants. Leaving it up to this Court to excuse him as a Respondent on 'behalf of his Extraordinary Attempts to stop his association with the Ghost Writing and Behind the Scheme Unbundling Legal Services, thru Moves this Court to Over turn all Sanctions on behalf of Brian D. Lytle, against the Petitioners Granted by the

Lower Courts. (See GWE 1) Brain D. Lytle has been service with this writ of mandamus.

11. However, the end results of Brain D. Lytle Staff Scheduling this case for Trial While Jurisdiction were in the United States Supreme Court, benefited Kathy Gear Owen and her Clients John Pane & Allied Broker's Inc, Obstructive Filing" and the Petitioners case files were not present during Trial with these defendants, as the Lower Court in Courtroom III gave the Petitioners two choices to carry out the Trial or Non-Suit the Defendants until and reinstate the with-in six Months, and agree by Both the Pro' se and Attorney Kathy Gear Owens. Therefore, Attorney Kathy Gear Owens, at all times was aware, of the Petitioners Strong desire to Reinstate her Clients. (See GWE 1,36, 71). Ghostly Plots to interfere with the Petitioners Attorneys of Record.

12. With Clerks using Linda Smith Position to up-date Attorney James M. Gallagher, Knowing he were on longer Council of Record, when the Petitioners Denied Appeal in this court, due to Clerks Office willful action in bad faith to Properly File Petitioner Notice of Appeal, when filed on time, with Notice Received by them on November 27,

2003 and not posted until December 3, 2003, depriving the Petitioner of a fair Appeal Process, could only be another Part of Ghostly Tactics, which may identify this Former Attorney major part which may have injuries the Petitioners. (See GWE 21, 22,)

13. This Letter is dated May 7, 2004, as threaten by Susan Mitchell when Linda Smith got Elected to the Clerks Office, "that Linda Smith will member those who did not

Page 7

support her through web Communication", because the Petitioner as Pro' se Approached the Local Republican Party to Find a Candidate the run for the Clerk of Court Positions. Even though the Treats were deleted, and the Petitioner Copy's of these threats were destroyed by Hurricane Isabel. Enclosed in the Pro' se Ghosting Evidence is Statements made by Susan Michelle Communications involving her activity in the Hampton Clerks Office and her relationship to Linda Smith and other Employees in the clerk Office is very Clear. & (See GWE 42, 43, 44, 45,46,47,48, 52). Campaign Manager of Mrs. Smith

14. Mr. Gallagher did not up-dating the Petitioner Second Attorney, of the Fact that Mr. Lytle no longer represented

Defendant Allied Broker's,(see GWE 24), as he himself used Brian D. Lytle as the Representative of Allied Broker's inc. knowing first hand of the lower Court decision as he withdraw from these Complex Cases March 23, 1999 due to the many Attorneys/Clients/State Farm Agents/and Indispensables Parties interferences with the First Petitioners Attorney with a Small Office, which injured the Petitioners with the Ghostly Tactics to over whelm him.

15. The Proof that the Petitioners Second Attorney of Record was not properly up dated (See GWE 27& GWE 24, 25) and very mush Aware of Defendant John Pane and Home Paramount Violations of the Statewide Building Code, and leaving Asbestos on the Petitioner as Pro' se Garage, & Construction fraud, which Injured the Petitioners as they Paid rent and Mortgage, along with Let Attorney Richard Zahn bring forth false Contract Documents to Separate themselves, from Allied Broker's Inc..' by Misleading the Court to add subcontractors whom were not licensed with the Virginia Broad of Contractor. (See OWE 3, 30, 29, 64, 65,66, 70) show that Mr. Zahn Purposely used the Petitioners Second Attorney Trust, by getting him to believe His Clients Home

Paramount wanted to settle for 150.000.00, getting said Second Attorney to Conceal Trial date March 30. 2000, which injured the Petitioners as {no} settlement were made, and his strong will to mislead the Court By striking the Petitioners Evidence citing that she brought her home (as is) with Buyer Beware. The Correct information were changed by Allied Broker's after the Petitioner Brought her home in the MLS. The Copy in GWE 3 in the Original listing, showing the Petitioners Home was sold based on contingent.

16. By Mr. Gallagher let Attorney Richard Zahn add sub-contractors as Third Party, when the Petitioners First Attorney had Evidence and Facts that Home Paramount Hired Sub-contractors after signing the Petitioners HUD form 92053 Form they removed all rotten wood from the Petitioners Home, caused unnecessary financial suffering, as Attorneys Richard Zahn, Brian D. Lytle, and State Farm Gents Blocked the Petitioner as Pro'se Evidence from View of the Lower Court, in a conspiracy of Ghost writing with the help of the Clerk Office. (See GWE 11, 12, 14, 23, 28, 29, 30, 31)

17. The Attorney Kathy Gear Owens Del. Tom Gear/ Susan Michelle were at all time a major Players of Ghost Writing and Behind the Scheme Unbundling Legal Services causing Manifest Constitutional Violations of the Petitioners Civil Rights, and Dues Process under the Virginia Constitution & United State Constitution, with Violation of the Freedom of information acts by indispensable third party that would has affected the lower court judgment by misleading the Court, in these cases that Matured from 97 36817. Susan Michelle Web Communication, with other's identified her attorney as
Kathy Gear Owens, along with her web statements of Inside Contact in the Clerk Office, as Linda Smith were dismissed from her position as Deputy Clerk, in 2003.
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18. The Petitioner as Pro' se with the Web name of Mrs. Justice, become Verbally Attack on the local websites, (See GWE 18, 19,20) not aware that Del Tome Gear, Former Hampton City Councilman nor His Sister Kathy Gear Owens were related until calling the Former Councilman with the number he listed on the Website, he joined as the Petitioner as Pro' se took over

said Cases, with the Petitioner Complaints of her first Attorney, and tell him of her political affiliation, and requesting him to attend an Inspection at her Home with her Expert Witness David H. Langille, on behalf of Home Paramount.

19. Del Tom Gear stated his sister the new Defense Attorney for Allied Broker's Inc., and he would have another City Councilman to attend the inspection. No other Inspector attended said Inspection.

20. The Petitioners Suffer as her Expect witness Powell C. P Owner Gary Powell gave Campaign contributions to Del. Tom Gear (See OWE 49, 52) as he testified on behalf of Home Paramount as Richard Zahn jumped in front of the Petitioner as Pro' se as the Petitioner called him as her next witness during the three Month Trail for April 24, 2001 thru June 19, 2001 with the Clerks office destroying the Petitioner Video Tape, and Home Paramount Corporate Attorney Pilaf Gracia [pilar Gracia] disrespecting the Hampton Lower Court by painting her nails, causing a Court delay of time, during this trial. (See GWE 54, 54) As Attorney Richard Zahn also used a member of the Petitioner Republican Party, U S. Congressman, Tom Reynolds from the Main Headquarter of

Home Paramount in N. Y. Insurance specialist of Home Paramount true in Insurance Company Worthington, Wilkinson & York by his Ghost Writing and Violating a Court Order to give the Petitioner as Pro' se the Correct Insurance information, and add the Increase of

Page 10

900,000.00 to the Case Because the Petitioner's Infants when through reconstructions surgery of his Foot the Liability of Home Paramount Pest Control in Lexington Kentucky.

21. Order by the Lower Courts, as he produced false insurance information and Clerks Office not adding increases to the case (See GWE 15,54) A true show of Disrespect of the Hampton City Court Room. (See GWE 23, 29, 64_ 65, 70)

22. The Petitioners Trusted Mr. Gallagher, with their lives, and Federal Protection for Severe Domestic Violence, and her Relationship with the Republican Party, and award received from Former Senator Jesse Helms. It is very clear that the Client! Attorney relationship were destroyed when the Hon. Richard Atlee Jr. Withdraw, that the Ghostly,

Ghost Writing and Behind the Scheme Unbundling Legal Services, causing the petitioners to suffer unnecessarily, (See

GWE 10, 17,25,26,24,29,32,) with paying a Mortgage of 8.5% interested, and suffered Credit Problems on behalf of these Ghostly actions.

23. Whereas the Petitioners Suite Against Defendants Allied Broker Inc. and John Pane {the last Respondents} of 97-36817 for Severe Violations of the State Wide Building Code and Construction Fraud has true merits, and October 21, 2005 ended in a Miscarriage of Justice. Depriving the Pro' se Litigant of Due Process of Laws under the Virginia & U.S. Constitution, and her Civil Right's to fundamental Fairness, and Equal Justice Under Law, because of her Political affiliation, Citing Justice Harlan Dissenting Citing Plessy V. Ferguson 163 U.S.537 1896, and with the Respondents/Attorneys Ghost Writing to mislead the Hampton Circuit Court, being deprived of the Legal precedent of Virginia Code 8.01-229 D. and Virginia Code 8.01-229 (E)(3), especially suffering a

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Non-suit by defendants actions in bad faith, with said case described as a "Petition" { see Ghost Writing Evidence Page 2)

24. Whereas the Plaintiff Reinstated said Defendants to the best of her ability, with proper filing fees, before the six month

limitation according to Judge of court room III
Order December 8, 2005 { see GWE Page 5, 6,8, 16, {
Leaving the Petitioner as Pro'se to suffered unfair advantages
against frivolous actions all defendants. Defendant
John Pane Continuous Obstruction of filling explains his and
Attorney Kathy Gear Owens actions to Protect Third Party and
his insurer (State Farm), hereby interfered with
the Petitioner First Attorney of Record Mr. James Gallagher.

25. The Petitioners New Evidence Motions is based of factual evidence in which was blocked, by Respondents/Attorneys Ghost Writing and Behind the Scheme Unbundling. Legal Services by Respondents/Attorney abuse to mislead the lower for eight years. A true Violation of the Professional Rule Of Conduct Rule 1.1 & Rule 1.2: Scope of Representation: A Lawyer shall not Counsel a client to engage, or assist a client in conduct that the lawyer knows is criminal or fraudulent: By using Ghost Writing of Motions, Obstruction filling, Writing Court Orders in Suppressio Veri, Unbundling Litigations in bad faith, along with Motion for Protections Orders against the Petitioners, were not based on fact or Law. A complete revisal

of citing Laremont-Lopez V. Southeastern Tidewater Opportunity Center 1075 E. D. Va. 1977

Argument

26. The Virginia State Bar visited this case citing Laremount-Lopez V. Southeastern Tidewater Opportunity Center 1075 E. D. Va. 1977 and addressed the pro's and con's of Ghost writing tactic and behind the scenes unbundled legal service to prohibit dishonesty

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and misleading conduct. January 1,2000 the Virginia State Bar put in to law Rule 1.1 & Rule 1.2: C: In which protect the Plaintiff as Pro'se from Attorney/Defendants unfair advantage and frivolous actions.

27. The Petitioner as Pro' se were reading a Report by James M. McCauley Ethical counsel of the Virginia States Bar, seeking answers to the Abuses of said Attorney/Respondents ect., with the working together relationship of the Clerk office in Bad Faith, and learn of the Case sited in this, Petitions, Laremount-Lopez V. Southeastern Tidewater Opportunity Center 968 F. Supp. 1075 (B.D. Va. 1997 learning of the Violation of Ghost Writing and realizes why is was so hard to get an

attorney to take over this case due to many years of Ghost Writing, along with the willful suppose to Confuse, and why the Petitioner Second Attorney could not Coach her in these Complex Cases. The cases sited by Mr. McCauley were all Pro'se related cases, until leaning that
the Virginia Bar Addressed the Issues of Ghost Writing From Both the Pro' se Litigant and the Attorney.

28. That the Virginia Bar Standing Committee Put forth laws to prevent the abuses which the Petitioners has suffered. With the Virginia Bar, putting forth safe guards of holding Attorneys to very high standard, to protect the Rule of Law, as more Pro'se litigant, especial the Middles Income families finding Legal Services to be out of their reach as the Pro' se, who could not afford to pay her Second Attorney due to a strange work accident, Two week before Depositions of Home Paramount Pest Control, making that painful trip with her Husband driving from Kentucky to Virginia Beach, when the Defendants from Home Paramount failure to show-up, November 24, 1999, leaving Mr. Richard Zahn to request the Petitioner as Pro' se, Deposition be taken. Suffering badly

with pain the Pro' se agreed, but was concern about his tactics and the timing of her first serious work injuries as her manager mop the floor with an Unauthorized Produce on her break time.

29. A mouth after returning to Kentucky, become behind on their legal bills, as Home Paramount plots to drive up our legal cost, by delaying the Deposition of his Clients.

Becoming financially stricken, as petitioners' second attorney believes that Home Paramount wanted to settle said claim. Again with a painful trip from Kentucky to Hampton, Home Paramount decided not to settle after getting our attorney to agree to conceal the Trial dated March 30, 2000, and again driving up the Petitioners legal cost, and eventually, destroying the Client! Attorney Relationship.

30. Paying Mortgage and Rent with Children Medical Bills, and property suffering unnecessary, while displaced from their Home, deprived the petitioners of the Right's to fundamentals fairness, and Civil Right's, and Natural Rights, because of Ghostly tactics, of interfering with her, and Pray that the Virginia General Assembly will not day _les Ghostly Attics, and Ghost Wring Conspiracy a Criminal Crime. Especially the way it

was used to destroy to life's of the Petitioner as Pro'se because of her Political affiliation, and her Infants Lives, with Interference with her employment, which gave her the Opportunity to become gainfully employed, with a working disability suffering from Complex Dyslexia, who develop very good Computer System to help all employees decrease mistakes by writing. Moreover, being denied Medical Treatment Back Injury,

from her Employer, because Clerks of the Lower Court enter State Farm Investigation in Bad Faith, intentionally to discredit and destroy the Petitioner as Pro'se, as her Employer assume she was in an Automobile Accident, realizing too late it was due to the Faulty

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Listing of the Hampton Circuit Court office, who listed State Farm investigation in Bad Faith, as an automobile accidents, causing the Petitioner to pay for her own work injury related treatments, (See GWE 35) while painfully attending Motion Hearing, with a Medical Electronically device to control the Pain in her Lower Back, as Brain D. Lytle, wrote a letter to the Judge Stating that she was wearing a Tape Recorder, that

prejudice the Petitioner as Pro'se, with new Judge of the Lower Court.

31. After reading of Some Cases cited by Mr. McCauley and some research on the Virginia Standing, Shows that once Ghost Writing, and Ghostly Tactics Start, it will continue, leaving Good Attorneys and Judges to suffered Profcssionally, when they seek the truth of the facts, to protect the Rule of Law

32. Only the Virginia Supreme Court can end the suffering the Weapons of Ghost Writing used to destroy, punish individual not accepted by society because of their Political Affiliations, or Opinions, by addressing the Disadvantages Black Republican or any group of American Citizens who finds themselves out-coasted, because of their Political Belief, and to bring forth safe guards, of Virginia Computer System and MLS Systems, leaving a Paper Trail, to protect Citizens from Unethical Behaviors of the Virginia Administration Act. Especially when large groups of Profcssional network together in bad faith to willfully destroy the lives of others, casing unnecessary suffering of Children whom are our future.

33. Judges should be free to Govern their Court room, free to seek truth of the facts to add proper weight of the Evidence

presented, with out have Clerks Obstructing Justice, depriving citizens of the Right's under the Constitution as American Citizens. Ghost Writing and Behind the Scheme Unbundling Legal Services against Pro'se Litigant

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should to rule as an Unconstitutional Act, under the Virginia and the United States Constitution as Cruel and Unusual Treatment. Ghostly Attics will not only Mislead Court Systems, and Undermine the Rule of Law will, it will also destroy the Attorney/Client Relationships, City and Government Leader's on all levels, and American Citizens Human Right's Citing Dred Scott V. Sandford, 60 u. S. 393, (1856), and will promote Civil Terrorism, and continue to grow as citied in one of Mr. James M. McCauley Cases. The Petitioner as Pro'se has been benefited by Mr. McCauley Ideals of Making States and Local Government, provide legal resources available on line for research. Eventually, States and Local Governments need to develop way to insure that their State and Local Governments, and Clerk Offices, are not misused for the purposes of Ghostly Conspiracy, by Professions.

34. As the Hon. Richard Allee Jr. followed the Professional Rules

of Conduct by giving (State Farm) all 360 Documents of his investigation to (State Farm), as "State Farm Agents & Home Paramount Pest Control Inc. Regional Manager Mr. Jenkins interference with their Petitioner First Attorney of Record, While Attorney Richard Zahn Respondents! Attorney Kathy Gear Owens. Richard Zhan of Home Paramount Pest Control Inc. uses their Friends working in the Hampton Clerk Office as a tool to mislead the court in their Obstruction of Filling for years depriving the Petitioners of [a fair trial, Motion Hearing, their Civil Rights, & Due Process of Laws] under the Virginia Constitution, and the United States Constitution. Which have force the Lower Court Judges to add the wrong test to the Petitioners Pleading, any Weight because the Clerk Office Obstruction of Justice Matched the Attorneys/Defendants Pleading, Citing Haines V. Kerner, 404 U.S. 519, (1972)
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35. Most Important, Defendants/Attorney Kathy Gear Owens used their Website Friends "Gammler", "Mr. & Mrs. Reuter" "000%ach (Zack000007)" "Jon 1003" John Pane, "Suebee" as Susan Michelle" Mitchell "Tom Gear" Former City Councilman

Pursuant to Virginia Code 8.01-407.1. (c), (d) Professional Position in the City of Hampton and the State of Virginia to destroy the Life's of the Petitioners, due to their Hate for Hampton Former Mayor Mr. Jimmy Easton, and Members of the Hampton City Council. In which has, Adopted Criminal Actions for Violating State Wide Building Code to Protect the Historicity of our Beautiful Historical Town of Hampton Virginia, giving the Hampton City Council, the Authorities to bring forth Charges of Violators.

Requested Relief

With Petitioners New Evidence Motion or Appeal properly filed November 10, 2005 with Filing fees GWE 56, 57, 58, 59, 60, 61 giving this Court True Jurisdiction to add Proper Respondents to be reviewed by this court, and Giving Judgments to the Petitioners, with Punitive damages going to Charities in the name of the Petitioner, basic on New {Prima Face Evidence}, showing Lower Court inter the wrong test, contrary to the evidence and Ghost Writing Respondents, pursuant to Virginia Code 8.01-680, with the Petitioner as Pro'se Punitive Damage going to Charity who help the Pro'se Family through- out the

maturity of these pending cases from 97-36817., to bring about Constitutional safeguards for Pro'se Litigants whom are not license with State Bar, giving them an Opportunity to be heard, with fundamental fairness, and Due Process of Laws.

Conclusion

Therefore, the Petitioners Writ of Mandamus should be granted.

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Certification Of Pro'se Statements & Mailing Respondents By Summons I hereby certify that on 8 day of December 2005, I certify all information to be Correct to the Best of my Ability, and have mailed Thought Private Service a copy of the foregoing application with Ghost Writing Evidences A, First Draft of Writ of Certiorari to- the Supreme Court in 2004 as Ghost Writing Evidences B, Petitioners as Pro'se Deposition As Evidences C, to the Following Respondents: With Proof of Service returned to the Virginia Supreme Court 100 North 9th Street, 5th Floor, Richmond Virginia 23219 according to the Rules of Virginia Supreme Court this Enclosed Writ of Mandamus: to Linda Smith Clerk of Court Circuit Court of Hampton, 404 King's Way Mall, Hampton Va. 23669-0040, (Kathy Gear Owens, at 47, West

Queens Way, Hampton Virginia 23669 (757-722-2272), Del Tom Gear, Tomas D. Gear At 43 Mohawk D. Drive Hampton Virginia 23663, Brian D. Lytle, 11801 Canon Boulevard, Suite 200, Newport News, 23606 (757-595-5655), Taylor & Walker P.C. on Behalf of their Attorney Action of Richard W. Zahn Jr., P.C. 1300 First Virginia Tower 555 Main Street, P.O. Box 3490 Norfolk, Va. 23514, With Courtesy Copy mailed to the Attorney for State Farm General Insurance Company 441 East Franklin Street, Suite

200, P.O. Box 470, Richmond Va. 23218-0470,

Joyce Patterson-Beggs

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In The Virginia Supreme Court

Ghost Writing Evidence A

For

Writ of Mandamus

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Ghost Writing Evidence 1

Lytle Law

Integrity. Experience. Results.

June 8, 2004

Clerk' s Office

Hampton Circuit Court

P.O. Box 40

Hampton, Virginia 23669

Re: Joyce Patterson-Beggs v. Allied Brokers, et. al.

Dear Sir or Madam;

My docket call clerk was at docket call yesterday and heard a case with my name as counsel, so it got scheduled for trial on

November 1. 2004. It is my understanding the plaintiff was not present, nor were any' other Counsel. This case bas been dismissed with prejudice against my clients, but there are two remaining defendants, namely John Pane and Panco.

Accordingly, I do not believe this case should have been set, and by copy of this letter I am advising Kathy Gear Owens, counsel for the defendant and Joyce Patterson-Beggs of this inadvertent development. Please do not hesitate to call if my understanding is correct.

Sincerely

Signature Brian D. Lytle

BDL : akw

Cc: Kathy Gear Owens, Esq.

: Ms. Joyce Patterson-Beggs

Encl:

Mr. BRIAN D. LYTLE 11801 Canon Boulevard, Suite 200, Newport News,

Virginia 23606

Telephone: (757) 595-5655 Facsimile: (757} 595-4262 E-mail.: bdlytle@fytlelaw.com

wwwlytieaw.com

Ghost Writing Evidence – 2

Virginia Court Case Information

http://208.210.219.1321vacircuitlin.Lcivil.jsp;jsessionid=

0000RJR55UXZ IKQAH4TJJT... 10/27/2005

Case Number: CI97036817-01 Filed: 5/06/05

Filing Type: Petition

Number of Plaintiffs: 0001 Number of Defendants:

0002

Commenced by: Reinstatement Bone: Complex Case:

Plaintiffs

1. Plaintiffs 1: Patterson-Beggs, Joyce Trading as:

Attorney: NONE

Defendants

1. Defendant 1: Allied Broker's Inc.

Trading as: Attorney:

2. Defendant 2: Pane, John

Trading as Panco Service

Hearing

Number 01 Date 8/30/05 Time 0830AM Type Other/

Miscellaneous

Courtroom 2

Hearing 02 Date 10/21/05 Time 0200PM Type

Other/Miscellaneous

Courtroom 2

Final Disposition Judgment: for Plaintiff, Final Order

10/21/05.

Appealed Date: Concluded By: Dismissed

Ghost Writing Evidence - 3

[Showing Said property was on Contingent to a succefful Home Inspection]

MIS Number T_001, Property Typo Res, Status A, Broker I.D. 0183, List Date 24-Jul-95, Expire Date, 24-Jan-96, Price 58900, Area 1, City H, Buyer Agency Y, Ba Comp 3%, Sa Comp 3%, Year Built 1900, St# 312 South Willard Ave., Zip Code 23663, 60X 208, Legal Des. 312 South Willard Ave 60 Ft, Location Phoebus, Hamp. 12F, Hsec o93, HBLK 00, Hlot 000, N parcel I D, Map Coord, Balance 1St. D/T 0, Piti st. D/T, Loan Typc, Lod 1 St D/T, Ratc interest 1, Term 1 st D/T, Assumc Total, Possession CLOSG, taxes 500, Discount Author NEGO, Main Fee Na, Living Rm Level 1, Size 11x12, Dining Rm Level 1,

Dining Rm Size 11x12, Level 1, Great Rm, Family Rm, Size, Kitchen Level 1, Kitchen Size 11x11,Level 1, 1 Bedroom Size 9x12, 2 Bedroom Level 1, 2Bedroom Size 11x11, Level 1, 3 Bedroom 10x11, 4Bedroom level, 4 bedroom size, Level, 5 bedroom, Utility Level, Utility Size, Spare Room, Spare Rm Size, Bedroom 3, Lav 0,

Remark 1 -LARGE ENTRANCE HALL. PARLOR PRESENTLY BEING USBD AS

Remark 2 - BEDROOM (FIRBPLACE IN CORNBR IS PRBSENTL Y BOARDED

Remark 3 - UP) AND COULD BE RESTORED TO ORIGINAL LAUOUT.

Remark 4 - BEAUTIFUL CHANDBLIER IN DINING ROOM WILL CONVEY.

Remark 5 - HUGH BACKYARD WITH FRUIT TREES. BIG GARAGE

Remark 6 - PLEASE CALL LISTING AGENT FOR APPOINTMENTS.

Remark 7 - PLEASE PRESENT MORTGAGE PRBQUALIFICATION LETTER

AND CREDIT

Remark 8 - Check DATA WITH CONTRACT. ALLIED TO HOLD DESPOSIT

Remark 9 - Thanks for Showing. Shirley.

Spft Approximate 1215, Owner Name ELIZABBTH KIRKPATRICK . Owner Phone 723-4229, Firm Phone 826-0100, Firm Name Allied Broker's Inc.. Firm Phone 826-0100

Agent Name Shirley Mara, Agent Phone 326-0100, Firm Fax 827- 5050 Agt Pager 988-3733, Lot Location INT Lot Location INT Waterfront, Notice FLO, Interior Was, Sha, Ven, Rug,

Appliances STO, REP, WJN, WAS, SMO, Exterior SOD,SOW,GUT, Misc Features Cra, Lab Hoa, Or Puel Heater or Fuel Oil For, Garage DBT, Attic Access Scu, Financing Perm Va, Fha, Con, Vhd, Flooring, Water Heater Firplace Local Oth, Water/Sew, Access to Prop Loc. Spe, Assumable Piti, Room Search Liv. Din. Uti, Siding Alu., 2 Lots Size ¼, Ages 76

CONTIGENT

Ghost Writing Evidence - 4

[Evidence of Kathy Gear Owen Sending Motion to Judge Williams Andrew III Court Room, when said Case was in the Hands of Judge Louis R. Lerner, to Confuse/Intimidate Lower Court Judges]

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON,

PART III

Joyce Patterson-Beggs, et. also

Plaintiff,

v.

CASE NO. 97-36817-01-305

Allied Broker's Inc. , et oJ.

Defendant.

HEARING NOTICE

PLEASE TAKE NOTICE that on the 21 st, day of October, 2005 at 2:00 p.m.,

or as soon thereafter as may be heard, the undersigned will present the attached

Motion for Summary Judgment and Motion for Dismissal and Protective Order

for consideration and entry by this Court.

Please govern yourself accordingly.

John Pane t/a. Panco Service Company

By Kathy Gear Owens of Counsel

Kathy Gear Owens, p.d. 47 West Queens Way, Hampton, VA 23669 Telephone, (757) 722-2272 FACSIMILE: (757) 722-9238

CERTIFICATE OF MAILING

I hereby certify that on the 3rd day of October, 2005, I mailed a true and copy of the foregoing Hearing Notice with attached Motion For Summary Judgment and Motion for Dismissal and Protective Order to Joyce Patterson-Beggs, 312 South Willard Avenue, Hampton, Virginia 3663;

Theodore L. Brenner, Esquire, Post Office Box 470, Richmond, Virginia 23218; and Richard Zhan, Jr., Esquire, Taylor & Walker, P.C., 555 Main Street, Suite 1300, Norfolk Virginia 23510. Kathy Gear Owens

Ghost Writing Evidence – 5

[Changed Received from Clerk Office dated 5/6/05, With New Case No. 650CL-97036817-01 and described as a Petition Than deleted from Computer system – when the Pro Se Litigant paid filing fees of 5/03/06]

COMMONWEALTH OF VIRGINIA

Virginia Logo

Office Receipt

Law/Chancery

Date 5/06/05 Time: 16;05:32 Amount: 650CL97036817-01

Receipt: 05000017459 Cashier: SVB Reg: MQ51 Filing :

PET Type: Full Payment Style of Case: Patterson-Beggs, Joyce Vs. Allied Broker's INC. Suit Amount $.00 Acct of: Patterson-Beggs, Joyce Reco: Joyce Patterson-Beggs Check 25.00

Description

1: Part -2 Judge Lerner, Reinstatement

2: Plaintiff: Patterson-Beggs, Joyce

3: No Hearing Scheduled

Code Description -106 Technology Fund Fee 219 Law Library

Fee 147 Indigent Assistance 448 Transfers (113/315)

Paid Code Description Paid 5.00 304 Clerks Fee Law Paid 10.00

2.00 123 Legal AID Service Paid 4.00

1.00 229 CHMF Paid 2.00

Tendered : 25.00

Amount Paid: 25.00

Change Amt: .00

Clerk of Court Lind B. Smith

Dc-18 (1/90)

Ghost Writing Evidence – 6, 7, 8

[Petitioner Request a Copy of this motion located in Lower Clerk Office Files with Changes made to Case Number when picking up a copy of her Receipt of Filing fees, for her Appeal in the Virginia Supreme Court. With Case Changed by Clerk office From Courtroom III Judge Williams Andrew III Court Room to Court Room II to Judge Louis R. Lerner Court Room. Changes in {{ will represent Pen Writing From Clerk Office.]

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON Part III { 2 }

Joyce Patterson-Beggs Refiled Case No 97-36817 { -01 }

VS. Refilled Case No 97-36817 { - 01 }

Allied Broker's Inc. Owner John Pane d/b/a Panco Service

Motion to Reinstate Said Defendants

Comes now the Plaintiff as Pro'se, to add Defendants back to Case At Bar 97-36817. Said defendants John W. Pane, d/b/a Panco Service Company, a sole proprietorship, (thereinafter "Panco") were at all times a relevant Part Owner of Allied Broker's Inc. (hereinafter "Allied") as a " principal of Allied Broker's and real estate broker licensed by the Virginia Realty Board, Under Counts I, II, & III to include Construction

Fraud, and" Violation of the State Wide Building Code, in light of New Evidence, and move the court to reserve her right to add necessary party back to this case under 801-7., of her Amended Motion for Judgment filed January 13, 1998, Pursuant to § 8.01-5.(a) Effect of nonjoinder or misjoinder; limitation on joinder of insurance ompany. (a) No action or suit shall abate or be defeated by the nonjoinder or misjoinder of parties, plaintiff or defendant, but whenever such nonjoinder or misjoinder shall be made to appear by affidavit or otherwise, new parties may be added and parties misjoined may be dropped by order of the court at any time as the ends of justice may require.

Said Motion To Reinstate this case to the Docket of the Hampton Circuit Court, and add back said defendants, is prayed upon for the interest of due Process under the Virginia and U. S. Constitution in which the Plaintiff will clearly show in light of New Evidences and New Videotape in the above caption matter. Whereas, for good reason, and not for delay, the Plaintiff believes, in light of New Evidences she Motion, and Equal Rights Under Law, the Court to waive any reinstatement fees to have said Case Reinstated in this Court.

herefore, Said Motions should be Grant,

and any filing fees be waived.

Signature Joyce Patterson-Beggs

)ate April 30, 2005

CERTIFICATE OF SERVICE

I hereby certify that I have served by Fax, and

U. S. Mail a copy of Said Motions to Defendants

Attorney Kathy Gear Owners, on this day April 30, 2005.

Joyce Paterson-Beggs

BEST AVAILABLE COPY

Ghost Writing Evidence - 9

[Respondents Allied Broker's/John Pane as Panco Writing His Own Contract with Reference From the Petitioner Appraisal Report from Gary Powell, and From Home Paramount Termite and Moisture Certification, Buyer Inspection report Form Amerispec. Leaving behind asbestos shingles, and Rotten Wood, repairs to Both Decks with out footing, rotten rake Boards never removed, installed soffitt vents in rotten wood. Improper reinforcement to Ceiling.]

Panco Quotes

312 South Willard

October 18, 1995

1. Garage: Replace missing and Broker asbestos shingles Power wash; scrape and pain

$625.00

(Ref: Items VC-4.b. Appraisal Repair List) Replace Moisture damaged sill plates and Plywood $ 610.00

(Required for termite and moisture certification)

2. Vinyl Siding: Replace missing corner piece $75.00

(Ref: Item Vc-4.b. Appraisal repair list) Repair rake board at rear where VA Power service was attached

(Ref: Item 105.1. Buyer inspection)

3. Painting: Scrape and paint porch Ceiling and other necessary areas

(Ref: Item VC-8.b. Appraisal repair list) $ 225.00

4. Handrail: Install handrail from steps to porch $ 275.00

(Ref Item VC-8.b. Appraisal repair list)

5. Bathroom: Replace bottom half of ceramic tile $ 400.00

(Ref VC-13. Appraisal repair list)

6. Window: Replace window pane in dining area $ 300.00

Repair/replace sash Cords

(Item 1005.I, 1305.2, 1315, Buyer inspection)

7. Attic Ventilation: Install soffitt vents $ 200.00

(141 . Buyer Inspection)

8. Gutters: Replace front galvanized gutter $ 175.00

with vinyl gutter add downspouts (Item 108. Buyer inspection)

9. Living room chandelier: reinforce ceiling for lamp mount

(Damage repair) $150.00

TOTAL $3,035.00

Ghost Writing Evidence -10

[Ghost writing evidence 10 show the Continued Mental Suffering of the Petitioner and her Infants being displaced from their Home as Stat Farm, Home Paramount, Allied Broker's Inc. interfered with their First Attorney
Of Record in Bad Faith.]

PSYCHIATRIC ASSOCIATES, P.S.C.

PSYCHIATRY CLINICAL PSYCHOLOGY

DONALD I. GEORGE. M.D.
GETULIO V. TOVAR. M.D.
E. PAUL EVENSEN. Ph.D.
MARC H. PLAVIN, Ph.D.

ST. JOSEPH OFFICE PARK
1401 HARRODSBURG RD., C435
LEXINGTON, KENTUCKY 40504
PHONE (606) 276-0779
FAX (606) 276-0589

April 24, 1998

RE: Joyce Beggs

To Whom It May Concern:

Joyce Beggs and her children are seen in our office for psychotherapy sessions.

Ms. Beggs and her children have been exposed to multiple traumas in the past few years resulting in relocation, change of schools and physical illness, all under extremely stressful conditions.

Ms. Beggs reports that therapy has been extremely helpful to her family and they would like to Continue their sessions. I believe it is appropriate and important that they continue to be seen on a regular basis. I hope Ms. Beggs' work schedule can be adjusted so she can attend the sessions.

If I can be of any further assistance to you, please feel free to contact me.

Sincerely,

Marc Plavin, Ph.D.

Licensed Psychologist

MP/mba-er

Ghost Writing Evidence - 11

This Evidence Show Respondent John Pane Receiving this Notice at the Main Location of Allied Broker's Inc. in the Buckroe Beach Section of Hampton Va. Noting that John Pane Never Obtained an inspection nor Passed Inspection, with Great Disrespect of the Petitioner and her Infants, and the Administration Procedures of the Local Government of Hampton Virginia Nor the Mayor at that time Hon. Jimmy Easton.

City of Hampton

October 30, 1996

D.B.A. Panco Services Co.

105 N. First Street

Hampton, Va. 23664

Re: Repairs to Residence

And Accessory Structure

Hampton, Va.

Dear Sir:

This letter is to inform you that you are in violation of the Virginia Uniform Statewide Building Code (VUSBG), Section 105.0

and Section 110.0 for:

1) Failure to obtain permits

2) Failure to obtain inspections at the above referenced address

Please obtain permits within five (5) days and inspections within fifteen

(15) days of receipt of this letter. Thank you.

Respectfully,

Robert Burns Chief Inspector

dbp

DEPARTMENT OF CODE COMPLIANCE

22 LINCOLN STREET, HAMPTON, VIRGINIA 23669

TELEPHONE (804) 727-6150 FAX (804) 727 6557

Ghost Writing Evidence – 12 , 13, 14

[This Evidence [illegible] denied the Due Process Clause under the Virginia and United States Constitution & The Virginia Discovery Laws, Discovery Law Under Federal Rules of Civil Procedure, by Defense Attorney Richard W. Zhan Jr. and Respondent Home Paramount, Using the Clerk office to dele Motion Date from Court Computer in bad faith of Petitioner's Motion for Pre-Trial Order Granted by

The Lower Court on February 2, 2001 and {back dated} April 10, 2001 when said Scheduling Order was finally enter on April 20, 2001 along with other requested

Discovery, depriving the Petitioner of a Fair Trail.]

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON – Part II

JOYCE PATTERSON-BEGGS Individually and as Parent and Next Friend of CORNELIOU BOBBITT-PATTERSON and JOYCE PATTERSON-BEGGS

Plaintiff:

v. AT LAW NO.: 97-3741

HOME PARAMOUNT PEST CONTROLS INC. et al.

Defendant.

SCHEDULING QRDER '

Pursuant to Rule 1:18 IT IS ORDERED that the following schedule is hereby

set in the above-captioned proceeding:

I. Trial

The trial date is April 24. 2001 without a jury. The estimated length of trial

is one Day

II. Discovery.

The parties shall complete discovery, including depositions by 30 days before trial:

however, depositions taken in lieu of live testimony at trial will be permitted until 15

days before trial. "Complete" means that all interrogatories requests for production,

requests for admissions and other discovery must be served sufficiently in

advance of trial to allow a timely response at least 30 days

before trial Depositions

may be taken after the specified time period by agreement of counsel of record

or for good cause show provided however, that the taking of a deposition after the

deadline established herein shall not provide a basis for continuance of the trial

date or the scheduling' of motions inconsistent with the normal procedures of

the court. The parties have a duty to seasonably supplement and amend discovery

responses pursuant to Rule 4: 1 (e) of the Rules of Supreme Court of Virginia. Seasonably means as soon as practical. No provision of this Order supersedes the Rules of Supreme Court of Virginia governing discovery. Any discovery motion filed shall contain a certification that counsel has made a good faith effort to resolve the matters set forth in the motion with opposing counsel.

III. Designation of Experts

If requested in discovery, plaintiff's. Counter--claimant's third party plaintiffs, and cross, claimant's experts shall be

identified on or before 90 days before trial. If requested in discovery defendants and all other opposing experts shall be identified on or before 60 days before trial. If requested in discovery, experts or opinions responsive

to new matters

Pages 1 of Ghost Writing Evidence

Ghost Writing Evidence -13 Page 2 of Scheduling Order

Page 2 Evidence shows Continuous Ghostwriting conspiracy by Defense Attorney and Respondent Use Petitioner Exhibit and Witness list against her filed in a timely Schedule and by Using the Plaintiff witnesses & Ex-Pert Witness as Respondent witness received days before Trial and Back dated by the Clerk of Court April 13, 2001. A Continuation of Fraudulent Behaviors as the Lower Court Limine out Petitioner evidence, raised in the opposing parties' identification of experts shall be designated no later than 45 days before trial. If requested, all information discoverable under Rule 4:1 (b)(4)(A)(1) of the Rules of Supreme Court of Virginia shall be provided or the expert will not ordinarily be permitted to express any non-disclosed opinions at trial. The foregoing deadlines shall not relieve a party of the obligation to respond to discovery requests within

the time periods set forth in the Rules of Supreme Court of Virginia, including, in particular, the duty to supplement or amend prior responses pursuant to Rule 4:1 (e).

IV. Dispositive Motions

All dispositive motions shall be presented to the court for hearing as far in advance of the trial date as practical. All counsel of record are encouraged to bring on for hearing all demurrers, special pleas, motions for summary judgment or other dispositive motions not more than 60 days after being filed.

v. Exhibit and Witness List

Counsel of record shall exchange 15 days before trial a list of specifically identifying each exhibit to be introduced at trial, copies of any exhibits not previously supplied in discovery and a list of witnesses proposed to be introduced at trial. The lists of exhibits and witnesses shall be filed with the Clerk of the Court simultaneously therewith but the exhibits shall not then be filed. Any exhibit or witness not so identified and filed will not be received in evidence, except in rebuttal or for impeachment or unless the admission of such exhibit or testimony of the witness would cause no surprise or prejudice

to the opposing party and the failure to list the exhibit or witness was through inadvertence. Any objections to exhibits or witnesses shall state the legal reasons therefor except on relevancy grounds, and shall be filed with the Clerk of the Court and a copy delivered to opposing counsel at least five days before trial or the objections will be deemed waived absent leave of court
for good cause shown.

VI. Pretrial Conference/s

Pursuant to Rule 4: 13 of the Rules of Supreme Court of Virginia, when requested by any party or upon its own motion, the court may order a pretrial conference wherein motions in Limine, settlement discussions or other pretrial motions which may aid in the disposition of this action can be heard.

VII. Motions in Limine

Absent leave of court, any motion in Limine which requires argument exceeding five minutes should be duly noticed and heard before the day of trial.

VIII. Witness Subpoenas

Early filing of a request for witness subpoenas is encouraged so that such subpoenas may

End of Page 2

be served at least 10 days before trial.

IX. Continuances

Continuances will only be granted by the court for good cause shown.

X. Jury instructions

Counsel of record, unless compliance is waived by the court, shall, two business days before a civil jury trial date:> exchange proposed jury instructions. At the commencement of trial, counsel of record shall tender the court the originals of All agreed upon instructions and copies of all contested instructions with appropriate citations. This requirement shall not preclude the offering of additional instructions at the trial.

XI. Deposition Transcripts to be Used at Trial

Counsel of record shall confer and attempt to identify and resolve all issues regarding the use of depositions at trial. It is the obligation of the proponent of any deposition of any non-party witness who will not appear at trial to advise opposing counsel of record of counsel's. intent to use all or a portion of the deposition at trial at the earliest reasonable opportunity. It becomes the obligation of the opponent of any' such deposition

to bring any objection or other unresolved issues to the court for hearing before the day of trial.

XII. Waiver or Modification of Tern of order

Upon Motion, the time Limits and prohibitions contained in this order may be waived or Modified by leave of Court for good cause shown.

Enter this 10th day April 2000

We asked for this Joyce Patterson-Beggs

Richard W. Zahn

I certify that the document to which this authentification is affixed is a true copy of an original record in the Hampton Circuit Court, that

I have custody of the record and I am the custodian of that record.

James P. Bohnaker

Signed by

Susan M. Alford as De. Clerk

[This Evidence Shows Fraudulent Insurance Documents Give to the Petitioner Under Lower Court Order by Defense Attorney Zhan and Respondent Home Paramount in an effort to discommon all laws of the Commonwealth of Virginia and Prima facie tort showing Abuses of Contingent fees, and Or reverse contingent fees becoming a Criminal instrument in Ghostly conspiracy which deprive the Petitioner and her Infants, and interfered with their First attorney of Record.]

THIS ENDORSEMENT CHANGES THE POLICY

PEST CONTROL PROGRAM POLICY CHANGE NUMBER:_

POLICY NUMBER: PCW100484

POLICY CHANGES EFFECTIVE: 05/31/96 .

AUTHORIZED REPRESENTATIVE: W.H. BROWNYARD CORPORATION

COMPANY: CONNECTICUT INDEMNITY COMPANY

NAMED INSURED: HOME PARAMOUNT PEST CONTROL, INC. ET AL

COVERAGE PARTS AFFECTED:

CHANGES: IT IS HEREBY UNDERSTOOD AND AGREED THAT

THE ATTACHED FORM NUMBER CG24041093

IS MADE PART OF THIS POLICY.

NO PREMIUM CHANGE.

I08/20/96 NS

Signature Richard Randazzo AUTHORIZED REPRESENTATIVE SIGNATURE

[this Evidence shows a Order written by Defense Attorney Cathy Gear Owens clearly states Said Non-Suit Were only against John Pane Trading as Panco And Not Allied Broker's Inc. Leaving Allied Broker's Inc. Unrepresented in the lower Court by Unbinding of Legal Representation by Officer's of the Court and using the Privileged of Written Court Orders as a Criminal instrument in Ghostly conspiracy which deprive the Petitioner and her Infants.]

VIRGINIA: IN THE CIRCUIT COURT FOR
THE CITY OF HAMPTON, PART ill
JOYCE PATTERSON-BEGGS, et als,
Plaintiffs,
v.
LAW NO. 97-36817
ALLIED BROKERS, INC., et al,
Defendants.
ORDER
On this day, November 1, 2004, came the parties, Plaintiff: Joyce Patterson-Beggs, pro se, and Defendant, John Pane

trading as PANCO, in person and by counsel, pursuant to this matter having been scheduled for trial by Praecipe duly filed. Upon Plaintiffs oral motion for a nonsuit of this matter. UPON CONSIDERATION WHEREOF, it is ORDERED that this matter is hereby nonsuited, without prejudice to the bringing of this action concerning any of the matters involved herein, within the applicable statutory restraints, with costs to be taxed against the Plaintiff.

ENTER this 8th day of December, 2004

William C. Andrew III Judge

[This Evidence Shows the displaced Location the Petitioner and her infants stayed in Lexington Kentucky From August 31, 1997 until returning Home in Hampton Virginia August 30, 2001 Injured and Financial Stricken by an unfair trial April 24, 2001, leading to the Injury of the Petitioner youngest Infant as he fell thought rotten wood in Petitioner's Kitchen on Ester Sunday of 2002, with his arms falling through backdoor glass cutting many Ligaments in his arm. This Infant Darrius Beggs had not been added to said pending cases]

Oct. 26, 2000

To whom It may concern:

This is to inform you of the information concerning the said parties James an Joyce Beggs and children have resided at 1123 # 52 since Aug.31,1997. They have paid $600.00 in rent since the date stated. Might we also add that they have been very timely on their payments.

If you have any further questions, feel free to contact the management.

Lexington Community Properties

Management - Toni Followell

Signature Toni Followell

Ghost Writing Evidence - 21

[This Evidence shows Petitioner First Attorney of Record Mr. James M. Gallagher being update of Case information by the Clerk of Court on May 7, 2004 returning court information to the Petitioner by his Secretary.]

JAMES M. GALLAGHER
ATTORNEY AT LAW
SUITE 109B
2859 VIRGINIA BEACH Blvd.
VIRGINIA BEACH, VA 23452-7613
757-463-5550 E-MAIL ADDRESS Jmgesq@erols.com
FAX 757-486-3766

MAILING ADDRESS: P.O. BOX 8035
VIRGINIA BEACH, V A 23450

DATE: May 7, 2004
Joyce Patterson-Beggs 312 Willard Avenue
South Hampton, VA 23663

RE: Correspondence Received Disposition of enclosed:

Enclosed please find:

X Copy enclosed __ Last Will and Testament __

Correspondence

__Check $ __ Stipulation Agreement __ Corporate Document

__ Lease __ Certified Original __ For your file __ For

information only

__ Payment for services__ please review __ Contact

undersigned

__ For signature __ Return to undersigned

Sincerely,

Carol A. Windley

Secretary to James M. Gallagher

Enclosure

[This Evidence Shows the contents sent to Petitioner First Attorney of Record, Mr. James M. Gallagher by the Clerk Office And signed by Lower Court Judge Louis R. Lerner's Legal Secretary, Zyonne A Byrd. Received at Gallagher Office May 7, 2004 Sending Information to the Petitioner's First Attorney would be used as a tool in said Ghost Writing Conspiracy as a way to Communicate in bad -faith.]

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond On Thursday the 8th day of April, 2004

Received May 7, 2004

Joyce Patterson-Beggs, Appellant,

Against Record No. 040202 Circuit Court No. 197-36817

Allied Broker's Inc. , et al. Appellees.

From the Circuit Court of the City of Hampton

On February 17 and March 1 2004 came the appellees, by

counsel and filed motions to dismiss the petition for appeal in this case. Thereupon came the appellant and filed responses thereto. Upon consideration whereof, the motions are granted and the Court dismisses the petition for appeal filed in the above styled case for failure to timely file the notice of appeal. Rule 5:9(a). On further consideration whereof I appellees State Farm 's request for costs and sanctions is denied. A copy

Teste: Patricia H. Krueger, Clerk

I certify that the document to which this authenticated is affixed is a true copy of the an originals record In The Hampton Circuit Court, that I have custody of the record an I am the Custodian of that record

Linda Batchelor Smith

[This Evidence is an Inspection report From Home Paramount of the Work Preformed by them and John Pane And Haome Paramount]

MOISTURE REPORT HUD 92053 Form

Read These Instructions Carefully Before Completing This Form

1. When evidence of excessive moisture is noted: the appropriate remedial treatment will be noted. Proper treatment methodologies are those which follow good industry practices. Treatment does not reverse existing moisture conditions and damage, but is designed to prevent future deterioration due to moisture.

2. Area that were obstructed or inaccessible may include, but are not limited to fixed wall, floor and ceiling coverings, future, storage, personal possessions, access or lack of safe or stable access, insulation, dense shrubbery, appliances, snow, planters, debris, etc.

1A. Name of Inspection Company: Home Paramount

1B. Address of inspection Company (include zip core):

703-A Gunrock Court, Newport News, Va. 23606

1C. Phone Number(Include area code): (804) 873-2380

2. Pest Control Operator License Number: 91000627

3A. Name of Property Owner: Kirkpatrick

3B. Address of Property: 312 South Willard Ave.

3C. Structure(s): House

I. Finding

Based upon a careful visual inspection of the readily accessible areas of the property (see statement of the Inspector)

__A. Visible evidence of observable moisture wood destroying fungi was observable. No control/remediation measures were performed Evidence Observed: _____

__B. No visible evidence of Observable moisture wood destroying fungi was observed.

X C. Visible evidence of observable moisture wood destroying fungi Was observed. Control/remediation measures were performed. Evidence observed: _____Notes: If

evidence of observable moisture wood destroying is noted, it should be

assumed that some damage exists

X D. DAMAGE Observed due to observable moisture destroying fungi:

Moisture damage to kitchen area. Front porch area, Bathroom area,

to fascia boards on exterior

Damage Observed, if any:

X A. Has been Corrected by this company. Home Paramount has repaired

all damage.

__B. Will be corrected by another company

__C. Will not be corrected by this company. Recommend that damage

be evaluated by qualified expert and repairs be done as necessary.

II. Statement of the Inspector

A. The inspection covered the readily accessible area of the

property. Including attics and crawlspaces which permit entry, and do not pose safety or health threats to the inspector. Special attention was given to those accessible areas which experience has shown to be susceptible to attack by wood fungi and moisture.

B. The Inspection did not include areas which were obstructed or inaccessible at the time of this inspection.

C. This is not a structural damage report. Neither is this a warranty as to the absence of excessive moisture of wood destroying fungi.

This report is reflective of the conditions accessible to inspector at the time of the inspection.

D. The moisture inspection performed by the inspection company is limited to visible areas of the understructure: sills, joist, and sub flooring. This report does not cover any other areas of the structure unless specifically listed in Section listed in section I of this report.

E. No representation is being made as to the source or cause of observable moisture and/or moisture-rated damage, if any and no representation are made as to standing water that may exist at time other than the date of the inspection,

seasonal variations on wood, soil, or atmospheric moisture, or other related conditions, including, but not limited to , faulty plunging , faulty or absent gutters, faulty grades, faulty foundations or subaish hydrostatic water sources.

See scope of inspection on reverse.

Ghost Writing Evidence – 24

[This Evidence shows Petitioner first Attorney Listing Respondent Allied Broker Inc. being Represented by Defense Attorney Brian D. Lytle, Knowing Lower Court Denied Lytle to Represent Allied Broker's Inc, to Avoid a Conflict of Interest. Being the Same Judge to Handled Respondent Ann Pane & John Pane Divorce filed 12/7/95, with litigation during the same time these complex cases fro 97-36817 were pending before the lower same Judge. With Cathy Gear Owens as John Pane Attorney, while serving as Substitute Judge of the same Lower Court. During the same year her brother Del. Thomas Gear joined the Daily Press Forum, Petitioner's Complaint's about her first Attorney mysteriously to Retired Judge Ford Mysteriously destroyed by the Clerk's Office and Petitioner's First Attorney withdraws from case March 23, 1999.]

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF HAMPTON-PART 2

Joyce P. Patterson-Beggs, Plaintiff

v.

Allied Brokers, Inc., .a Virginia corporation,

AT LAW NO. 97-36817

Ann W. Pane, Shirley Mara, Carolyn Robinson,

and

.John W. Pane, d/b/a Panco Service Co.., Defendants

NOTICE

TAKE NOTICE that on Monday, March 23, 1999: at 9 o'clock a.m.,

the undersigned shall move the Court for leave to withdraw as

counsel for plaintiff Joyce P. Patterson- Beggs

Signature James M. Gallagher

Certificate of Mailing

The undersigned certifies that on 11th day of March: 1999 he mail a copy of the foregoing Notice to

Joyce P. Patterson-Beggs at 1143 Center Parkway, 52, Lexington KY 40517 and to Brian D. Lytle Esq., counsel for defendants Allied Brokers Inc.: Ann W. Pane, Shirley Mara,

and Carolyn Robinson, and to John .W. Pane at 105 North First Street, Hampton, VA 23664.

Signature James M. Gallagher

JAMES M. GALLAGHER , ATTORNEY AT LAW,

SUITE 109B, 2859 VIRGINIA BEACH BLVD. VIRGINIA BEACH, VIRGINIA 23452-7613

ADMITTED IN: JSYLVANIA-VIRGINIA ((757) 486-3766

AREA CODE 757 463-5550 MAILING ADDRESS:

P. O. BOX 8035 VIRGINIA BEACH, VA 23450-8035

March 17,1998

[This evidence Shows Petitioner First Attorney Mr. James M. Gallagher Before Interference, as he and John Pane First Attorney of Record Mr. Richard Y. Atlee successfully Argued against Mr. Lytle Joint Demurrer of Realtor and Allied Broker Inc.]

James M. Gallagher

Attorney at Law

Suite 109B 2859 Virginia Beach Blvd.

P. O. Box 8035

Admitted In: Pennsylvania - Virginia

Area Code 75-463-5550

Fax 757 - 486-3766

Mrs. Joyce P. Patterson-Beggs 1143 Center Parkway, #52

Lexington,

K Y 40517

Re: Joint Demurrer

Patterson-Beggs v. Allied Brokers, Inc., et also

Hampton Circuit Court - Part 2

Law No.: 97-36817

Dear Mrs. Beggs,

I bring you good news on this St. Patty's Day.

Judge Ford overruled the defendants' joint demurrer on all points and ordered them to file responsive pleadings by April 7.

I enclose a copy of the order entered this morning.

This means that we are in court on one count in contract and one count in tort, each with a claim for punitive damages of $100,000 and compensatory damages of $62,358.62. Once the defendants file responsive pleadings, we will proceed with discovery.

We have cleared the first big hurdle to righting this situation for you.

Hope all are well.

Sincerely,

James M. Gallagher

JMG/pan

Ghost Writing Evidence – 26

[This Evidence were Doubled Mistakenly by the Petitioner as a repeat of Evidence 24, and the Petitioner has replaced the Corrected Evidence to Show The United States Supreme Court how the Petitioner's First Attorney of Record become involved with Severe Interference with Said Despondence and Defense Attorney's by Lower Court was Handling the Devoice of John Pane and these Complex cases by the Same Judge in Court room 2. With John Pane becoming the Owen of Allied Broker's Inc., with Cathy Gear Owens being John Pane Attorney in Said Divorce Knowing her Clint were the true Owner of Allied Broker' Inc.]

Virginia Courts Case Information
Name List Pleadings/Orders
Services/ Main Menu/ Logoff

Hampton Circuit -Civil Division Case Details
Case Number: Ch95034455-00
Filed 12/07/95

Filing Type: Divorce

Number of Plaintiffs: 0001

Number of Defendants 0001

Commenced By: Initial Filing

Bond:

Complex Case:

Plaintiffs

Plaintiff: PANE, ANN W.

Trading as:

Attorney: JOHN F. RIXEY

Defendants

Defendant: PANE, JOHN W. Trading as:

Attorney: OWENS, KATHY GEAR

Hearings:

Date	Time	Type	Room	Duration	Jury	Result

1. 11/27/96 2:00PM Trial 2
2. 07/16/97 10:00AM injunction 2
3. 10/28/97 2:00PM "Other/Miscellaneous 2
4. 12/23/97 1:00AM "Exceptions To Commissioner
5. 02/10/98 1:00 A.M. Other/Miscellaneous 2
6. 04/22/98 3:00PM Other/Miscellaneous 2
7. 08/07/98 10:00AM Other/Miscellaneous 12
8. 05/05/99 9:00AM I Quash

[This Evidence shows that the Petitioner's Second Attorney was not properly undated by the Petitioner First Attorney of the Lower Court denying Defense Attorney BRIAN D. LYTLE Representation of Allied Broker's Inc. Nor Attorney Richard Y. Atlee was no longer Attorney of Record, with Clerk of the Lower Court Oliver Kaine signing as Deputy Clerk in the place of Linda Bachelor Smith, Witting the
Places of Richard Y. Atlee in protection of Respondent John Pane, and to mislead the lower Court, as the Petitioner become mysteriously injured from her Job , working for the same Company she worked for in Hampton Virginia. Being unable to keep up payments to her second attorney as he seek discovery on her behalf for the first time in three years on litigation, as he withdrew from Said Case.

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF HAMPTON
PART 2
JOYCE PATTERSON-BEGGS, Plaintiff,
ALIED BROKERS, INC., A VIRGINIA CORPORATION,
ANN W. PANE, SHIRLEY MARRA, CAROLYN ROBINSON
and JOHN W. PANE d/b/a PANCO SERVICE CO., Defendants.

AT LAW NO. 97-36817

ORDER

THIS DAY CAME the parties upon the motion of William C. Bischoff and the law firm of Stallings & Richardson. P.C. for leave to withdraw as counsel for the plaintiff. Joyce Patterson-Beggs. UPON CONSIDERATION WHEREOF, it appearing to the Court that the plaintiff has consented to this motion. it is hereby. .ADJUDGED, ORDERED and DECREED that William C. Bischoff And the law firm I of

Stallings & Richardson, P.C. are granted leave to withdraw as counsel of record for the plaintiff, Joyce Patterson-Beggs.

(endorsements on page 2)

I ask for this: Signed William C. Bischoff

Seen and Agreed: Signed BRIAN D. LYTLE Counsel for

Allied Broker's Inc. Ann Pane

Shirley Mara, and Carolyn Robinson

Richard Y. Atlee by clerk stated No Endorsement Necessary

Esquire, Counsel for John W. Pane With Olivia Kaine signature as

Deputy Clerk, in place of Deputy Said Responden..

Petitioner Statement on this Document includes the date of 11/26/05, she prepared said evidence for the Virginia Supreme Court in support of Writ of Mandamus.

This Evidence Shows the Petitioner Properly Process her Motion of Judgment against State Farm Insurance, ect. for their investigation in bad faith 1998, Construction and Interference with the Petitioner First Attorney of Record, According with Virginia Law, which includes Services of Process not void by the Secretary of the Commonwealth by Changing the Name to State Farm General Insurance Company. March 27, 2001

AFFIDAVIT FOR SERVICE OF PROCESS ON
THE SECRETARY OF THE COMMONWEALTH
COMMONWEALTH OF VIRGINIA
VA. CODE 8.01-301, -310, - 329, 53-218; 57-51

Case No: C101-305 Part II

Hampton Circuit Court Joyce Patterson- Beggs and
Infant Alandus Marshall Beggs V. Allied Broker's
Inc. John Pane State Farm Insurance
TO THE PERSON PREPARING THIS AFFIDAVITL;

You must comply with the appropriate requirements listed on the back of this form.

Attachments;

X Notice of Motion for Judgment and Motion for Judgment

__ Subpoena in Chancery and Bill of Complaint

__ Garnishment Summons

I, the undersigned Affiant, state under oath that: The above-named

Defendant State Farm Insurance

whose last known address Is same as above

1500 State Farm Blvd. Charlottesville Va. 22909

1. Is a Non-resident of the Commonwealth of Virginia or a foreign

corporation and Virginia Code § 8.01-328. (A)

applies (see NON-RESIDENCE GROUNDS REQUIREMENT on reverse).

2. is a person whom the party seeking service, after exercising due diligence, has been unable to locate Diligence

Requirements on the Back)

Party, Party Attorney, Parties Agent Pro' Se Joyce Patterson-Beggs State Virginia, City Hampton Virginia Acknowledged, Subscribed and sworn to before me third Day, 3/27/01 Date March 27, 2001 Dep. Clerk Carolyn Gilleir Mageshate Notary Public.

Attachments:

NOTICE TO THE RECIPIENT from the office of the Secretary of the Commonwealth of Virginia: You are being served with this notice and attached pleading under 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process. The Secretary of the Commonwealth's ONLY responsibility is to mail, by certified mail, return receipt requested, the enclosed papers to you. If you have any questions concerning these documents, you may wish to seek advice from a lawyer.

SERVICE OF PROCESS IS EFFECTIVE ON THE DATE THAT THE CERTIFICATE OF COMPLIANCE IS FILED WITH THE ABOVE-NAMED COURT.

CERTIFICATE OF COMPLIANCE

I, the undersigned, Clerk in This office of the Secretary of the Commonwealth,

hereby certify the following:

1. On April 03, 2001, legal service in the above-styled case was made upon the Secretary of the Commonwealth, as statutory agent for persons to be served in accordance 'with Section 8.01-329 of the Code of Virginia, as amended.

2. . On April 17, 2001 papers described in the Affidavit were forwarded by certified mail, return receipt requested, to the party designated to be served with process in the Affidavit

SERVICE OF PROCESS CLERK DESINATED BY THE SECRETARY OF THE COMMONWEALTH

The Petitioner can not Identify the Signature

FORM CC 1418 (FRONT) 7/98 PC

Ghost Writing Evidence - 29, 30, 31

[This Evidence is Dated April 19, 2001, and received by the Petitioner days before trial April 24, 2001. en the Lower Court Granted Pretrial Order February 2, 2001, with Pre-Trial Schedule Order of a Fair Trail by the Lower Courts granting the Exclusion of her key elements to Prove Negligence when all her medical evidence were produced by her second Attorney of Record and send to Respondents. The Virginia General Assemble put forth the Pretrial Schedule Order to provide a more fundamental fairness, and not as a tool to deprive the Petitioner of her Evidence Covered under the Federal Rules of Evidence being properly Authenticated By her Second Attorney of Records, and giving to all Respondent Home Paramount and Defense Attorney, Along with Clerk Office listing said Objections were Handle by Judge Louis R. Lerner

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF HAMPTON

PART II

JOYCE PATTERSON-BEGGS and CORNELIUS BOBBITT-PATTERSON, an infant, by JOYCE PATTERSON-BEGGS, Plaintiff,

v.

AT LAW NO.: 97-37341

HOME PARAMOUNT PEST CONTROL COMPANIES, INC., Defendant.

OBJECTIONS TO PLAINTIFF'S EXHIBITS

COMES NOW the defendant and objects to plaintiff's proposed Exhibits as follows:

1. The defendant objects to plaintiff's Exhibit No.3, a report prepared by the City of Hampton; Exhibits No. SA and 5B, letters from the City of Hampton; Exhibit No.8, a report from the City of Hampton; Exhibit No. 15, plaintiff, Joyce Patterson-Beggs Answers to Defendant Interrogatories;
Exhibit No. 16, copy of first inspection of the City of Hampton Code Compliance Department; Exhibit No. 18, (a-g), letters from various third-parties; Exhibit No. 23, (a-c), various reports; Exhibit No. 24B) copy of a graph from plaintiff's engineering report; Exhibit No. 24E,
safety and history report; Exhibit No. 25 (a-d) reports;
Exhibit No. 27, various medical reports;
Exhibit No. 30, various medical reports; Exhibit No. 32, letter

from the Salvation Army; Exhibit No. 33, letter from Lexington Community Property; Exhibit No. 35, statements from Tri-Care; Exhibit No. 36) two (2) letters from United Health Care; Exhibit No. 37, reports from Center Baptist Hospital; Exhibit No. 38, medical report of Joyce

Patterson-Beggs; Exhibit No. 39, medical records from Lexington Clinic; Exhibit No. 40, medical records from Dr. Harry Derderian;

Exhibit No. 41, medical

Taylor & Walker, P.C.

NORFOLK VIRGINIA

25514

End of Page 1 - Ghost Writing Evidence 29

records from C. Jason Richardson; Exhibit No. 42, medical records from John W. West; Exhibit No. 43, medical records from Dr. Allan Halbert; Exhibit No. 44, medical records of Marc Plavin; Exhibit No. 45, medical report from Dr. Donald George; Exhibit 47, copy of the

complaint form made by plaintiff to the Department of Professional Regulation; Exhibit 48, picture painted by plaintiff; Exhibit 49, mediator report; Exhibit 50, maintenance

records;

Exhibit 51, medical report from Dr. Andrew Moore; Exhibit 55, final inspection report from the City; All of these Exhibits are objected to on the grounds that they are hearsay.

2. Additionally, the defendant objects to all medical bills unless properly authenticated and causely related to the alleged negligence.

3. Additionally, and pursuant to the Scheduling Order, defendant reserves the right to object to exhibits at trial on the grounds of relevancy.

4.The defendant also objects to the introduction of the Motion for Judgment, the Amended Motion for Judgment, Plaintiffs Answers to Interrogatories, Plaintiff's Deposition, and the Depositions to any other non-parties to the litigation.

Respectfully submitted,

HOME PARAMOUNT PEST CONTROL COMPANIES, INC.

By Of Counsel

Richard W. Zahn, Jr., Esquire T AYLOR & WALKER, P.C. 1300 First Virginia Tower 555 Main Street

Post Office Box 3490 Norfolk, Virginia 23514

(757) 625-7300 (757) 625..1504 (facsimile)

End of Page Two

Ghost Writing Evidence - 30

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Objections to Plaintiff s Exhibits was mailed to G. Michael Price, Esquire, CONNOR & PRICE, 333 W. Freemason Street, Norfolk, VA 23510 and Joyce Patterson-Beggs, P.O. Box 12723, Lexington, KY 40583 this 19 day of April, 2001

The End of Page Three Ghost Writing Evidence - 31

Ghost Writing Evidence - 32

[This Evidence shows the Mental Suffering of the Petitioner, as Respondent Home Paramount and Defense Attorney Richard W. Zahn put forth False/and Incomplete Documents to Separate Themselves from case at Bar C197-36817, when the Petitioner's First Attorney were giving the True and Complete Documents and Complete Contracts, Putting forth unnecessary Higher

Legal Bills, especially when Hampton Paramount added Subcontractors putting forth only four pages of a Five page Contract, with many calls to her First Attorney of Record objections. Forcing the Petitioner to Study with the Students at the Transylvania University Pre law students at the library on main street in Lexington Kentucky. While receiving anonymous threatening calls at her Job in Lexington Ky., sending Letters/ and true Evidence to the Retiring Judge requesting an investigation of Home Paramount and defense Attorney Mr. Richard W. Zahn using the Friendship of their First Attorney, and giving false and incomplete information to the lower Court, while being
displaced from their Home].

PSYCHIATRIC ASSOCIATES, P.S.C.
PSYCHIATRY CLINICAL PSYCHOLOGY

DONALD I. GEORGE. M.D.
GETULIO V. TOVAR, M.D.
E. PAUL EVENSEN. Ph.D.
MARC H. PLAVIN. Ph.D.

ST. JOSEPH OFFICE PARK 1401 HARRODSBURG RD
.. C435 LEXINGTON. KENTUCKY 40504
PHONE (606) 276-0779 FAX (606) 276-0589

October 16, 1998

RE: Joyce Beggs

To Whom It May Concern:

This letter is in regard to Joyce Beggs, who is seen here for psychiatric treatment. Her treatment began in January, 1998. In her initial evaluation, Ms. Beggs informed me that when she moved to Lexington, she began having what sounds like panic attacks. She was very pressured in speech, but it seemed that she had a good idea what her problem areas were. I did not get all the details of the cause of these attacks, but she did describe all the classic symptoms of panic attacks. She did exhibit many depressive symptoms, but the panic attacks seem to be the main problem.

I have diagnosed Ms. Beggs with panic disorder and prescribed

her with Xanax to help ease her anxiety. She was also started on Paxil for her depression and has been on both medications ever since. She has been seen every month or two to manage these medications.

I expect that her psychiatric treatment and medication management
should last approximately one year.

If I can be of further assistance to you, contact me.

please feel free to
signature of Dr. Donald I. George
Donald I. George, M.D.

Ghost Writing Evidence - 33

[This evidence shows how the Clerk Office mislead the lower court, Listing Brian D. Lytle as the Attorney of Allied Broker's, Ann Pane With-out, Listing the Names of Other Realtors of Brian D. Lytle Clients, used as a tool to confuse the lower Court, with Judge Louis R. Lerner Blocking the Petitioner's from receiving Discovery from all Three (3) of Lytle true Clients 1, Ann Pane 2, Carolyn Robinson, and 3, Shirley Mara, in case CL-97036817 and listing Kath Gear Owens as Defense Attorney only after appeals

In the Virginia and United States Supreme Court.

Virginia Courts Case Information

Name List Pleadings/Orders

Services/ Main Menu/ Logoff

Virginia Case Information

Hampton Circuit -Civil Division Case Details

Case Number: CL 97036817-00

Filed 07/28/97

Filing Type: Motion for Judgment

Number of Plaintiffs: 0002

Number of Defendants 0003

Commenced By: Initial Filing

Bond:

Complex Case:

Plaintiffs

Plaintiff: Patterson -Beggs

Trading as:

Attorney: Pro'se

Defendants

Defendant: Defendants have Additional Attorney(s)

Defendant 1: Allied Broker's Inc.

Trading as:

Attorney: BRIAN D. LYTLE

Defendant 2: Pane, Ann W.

Trading as:

Attorney: BRIAN D. LYTLE

Defendant 3: Pane, John

Trading as: PANCO SERVICE CO.

Attorney: KATHY GEAR OWENS

HTTP://208.210.219.132/vacircuit/inq_cicil.jsp;jessionid=

'QGPS1003YHYRI...5 /2/2005

Ghost Writing Evidence 34

[This Evidence shows the True Date Mr. Richard Y. Atlee Jr. withdraw From Complex Cases on October 19, 1998 under the Retired Judge Walter J. Ford, as Said Judge were also handling Respondent John W. Pane and Brain D. Lytle Client Ann Pane Devoice litigation, as Mr. Atlee ended his investigation on behalf of State Farm General Insurance Company, with the Petitioner First Attorney Giving over 360.00 pages Production of Documents

with out notice nor the Petitioner Knowledge. Thereinby was only aware of Interrogatory whereupon, Petitioner' and her infant had Proper Knowledge. Leaving only Petitioner's First Attorney of Record, Defense Attorney Brian D. Lytle and Defense Attorney Richard W. Zahn for Home Paramount Pest Control Company Inc. in case CI97037341-00 and James L. Chapman and G. Michael Price Defense Attorneys for Home Paramount Sub Contractors as the Only Attorneys of records in said Complex cases with State Farm General Insurance Company Concealing the Petitioner's Home Owner Insurance. More importantly Kathy Gear Owens as Attorney for Respondent John W. Pane under the Same Judge Handling His Devoice Litigation knowingly Her client were the True Owner of Allied Broker's Inc

by Order of the Lower Court, at the Same Time James M. Gallagher filed a Amended Motion of Judgment. As State Farm Insurance Company and Home Paramount Pest Control Inc & Mr. Richard W. Zahn used willful Blindness to the Factual Evidence produced to them By the Petitioner First Attorney of Record, and wrongfully used their Contingency fees to Interference with the Petitioner 's Attorney by willful negligence, causing a willful and malicious injury to the Petitioner and her Infants as they were displaced from there home in Hampton Virginia. [The true authentic 360.00 pages where destroyed in the Clerk Office during the Transferred of records to the Virginia Supreme Court November 11, 2001 during the Jurisdiction of the Virginia Supreme Court]

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON.

PART 2

Joyce Patterson-Beggs,

Plaintiff,

v. Law No 36817

Allied Broker's Inc.

Ann W. Pane

Shirley Marra

Carolyn Robinson

And

John W. Pane d/b/a Panco Service Co.

Defendants

ORDER

This cause to be heard upon the Motion of Richard Y. Atlee, Jr. and the law firm of Hall, Fox and Atlee, P.C. for leave to withdraw as counsel for the defendant, John W. Pane d/b/a Panco Service Co. and was heard; it appearing that said Motion should be granted, it is ORDERED, ADJUDGED and DECREED that! Richard Y. Atlee, Jr. and the law firm of Hall, Fox and Atlee, P.C. of Hall, be and are hereby relieved as counsel for said defendant.

Enter: October 19, 1998

Judge Walter J. Ford

I Ask For This

Signature

Mr. Richard Y. Atlee Jr.

Have Seen:

Signature

James M. Gallagher

Signature

Brian D. Lytle

Ghost Writing Evidence – 35

[This evidence shows Clerk office describing State Farm as Motion of Judgment/Motor Vehicle which caused her company to deny back treatment for her work injury, thinking she was in a Automobile Accident, which lead to her Mysterious Work injury as her Manager mop the floor with [Pine sole] leading to the Break room, at the same time of her Break Time, as her

Second attorney were seeking discovery on her behalf for the first time in three years. Forcing the Petitioner and Husband to paid for her own back Treatment. Said Manager broker company rules and mopped Floor with an Unauthorized Produces

against Company policy. Defense Attorney Kathy Gear Owens was not added to said case until After the appeal process in the Virginia and United States Appeal process. Clerk offices continued to show Brain D. Lytle as Defense Attorney of Allied Broker's Inc. Clerks Office never included State Farm Attorney Name as Attorney of Record after Petitioner were order by lower Court Judge to file an amended Motion of Judgment with the correct Name Change Only. Wherefore said Amended Motion of Judgment were used as a tool to void

Service upon the Sectary of the Commonwealth and the Petitioner upfront discovery and Her infant medical bills and a description of surgery of attaching his finger back to his hand due to faulty Construction work on behalf of John W. Pane d/b/a Panco Service Co, and Allied Broker's Inc., which First Attorney Left off Law Suit. However pursuant to Virginia Law a Change of Name only do not Void attachments nor original Pleading as Judge Louis R. Lerner denied the Petitioner's Pleading and due process of Law, with lower Court Changing Filling type from Construction Fraud, Bad Faith, and Personal injury, Punitive Damages [to] Motor Vehicle, to injury the Petitioner an to cause confusion during the Appeal Process. As Respondent John W. Pane Son were relieved from the Original filling of said Complex cases as being the only Defendant to respect the Hampton Code Compliance letter of Violating States Wide Building Code by pulling a Permit and properly fixing heating system in bedroom area, and electrical repair work, working around his father Respondent John W. Pane d/b/a Panco Service Co, Rotten Rakes Broads by rerouting the Electric Company Ball Joint to Solid Structure to pass inspection.

Wherefore, Petitioner studying personal injury Laws, founding only said legal advice only benefited Respondent James W. Pane and State Farm. As Respondent John W. Pane d/b/a Panco Service Co were properly add to case 97-36817 during an Amended Motion for Judgment. Hereinby Petitioner's added her Second Son injury to this said Case at Bar, CI01000305-00 as granted by the Lower Court, with Brain D. Lytle leaving off said Court Order to file second Son Injuries in a separate Motion for Judgment abusing his Authority by using Written Order as a Tool in Ghost Writing Conspiracy. Wherein, at all times Knowingly Kathy Gear Owens argument before the Lower Court to have Second son added by Separate Motion of Judgment, with Lytle continuing as a major player under the Wharton Rule, as State Farm Legal department supplied their New Attorney of Record with False insurance Documents through Motion Craving Oyer, as he based on Sate Farm Demurrer to avoid Liability to the Petitioner Second Son Injuries.]

Virginia Courts Case Information

Name List Pleadings/Orders

Services/ Main Menu/ Logoff

Virginia Case Information

Hampton Circuit -Civil Division Case Details

Case Number: CL 01000305-00

Filed 3/27/01

Filing Type: Motion for Judgment/Motor Vehicle

Number of Plaintiffs: 0002

Number of Defendants 0003

Commenced By: Initial Filing

Bond:

Complex Case:

Plaintiffs

Plaintiff 1: Patterson-Beggs, Joyce

Trading as:

Attorney: Pro'se

Plaintiff 2: Patterson-Beggs, Alandus M.

Trading as:

Attorney:

Defendants

Defendant: Defendants have Additional Attorney(s)

Defendant 1: Allied Broker's Inc.

Trading as:

Attorney: Brian D. Lytle

Defendant 2: Pane John W. Pane d/b/a Panco Service Co W.

Trading as:

Attorney: Kathy Gear Owens

Defendant 3: State Farm General Insur. Co.

Trading as:

Attorney:

HTTP://208.210.219.132/vacircuit/inq_cicil.jsp;jessionid=
0000VAU4LDIMXPF2IDLS2B 12/2/2003

Ghost Writing Evidence -- 36

[This Evidence shows Defense Attorney Brian D. Lytle Intimidation style to the Lower Courts in protecting his Unbinding
true clients he represented A subpoena duces tecum his asking him
to appear before the Lower Court and to bring his case files with him. A continuing his style of suppressio veri to mislead the Lower Court disrespecting many Orders Granted to the Petitioner by Retired Judge Walter J. Ford. Especially when retired Judge Over Rule his Join Demurrer to Represent Allied Broker's Inc. as Judge Louis R. Lerner continues to Grant/ Protect Lytle's Pleading.]

LYTLE LAW
Integrity Experience. Results.

August 2,2005

Clerk's Office
Hampton Circuit Court

101 King's Way, P. O. Box 40 Hampton, Virginia 23669

Re: Case No. 650CI.97036817-01

Dear Sir or Madam:

Today I was served with a subpoena duces tecum in connection,

with this case. I believe this subpoena duces tecum is void and unenforceable, and I have the following observations:

1. This case, as against my clients, is over. There should be no subpoenas or notices filed or accepted to be filed in connection with the claim against them.

2. The Clerk not only permitted a subpoena duces tecum to be issued on a closed matter, it permitted the pro se Plaintiff to issue an attorney-issued subpoena duces tecum. I do not believe this is appropriate.

3. This purports to be a subpoena duces tecum but there are no records requested to be produced. Moreover, I was attorney of record in this case and I have no intention whatsoever of producing my file, which is privileged.

Therefore, I have no intention of appearing on the date noted in this subpoena duces tecum. I would ask that you run this by Judge Lerner because if I have overlooked something and the Judge desires for me to appear then I will of course do so. Please make a note on this file that the matter is ended and your staff should accept no further pleadings or process in connection therewith.

Please do not hesitate to call if you have any questions.

Sincerely, Signature of Brian D. Lytle

BDL ; mps

cc : Ms. Joyce Patterson-Beggs

encl :

Signature BRIAN D. LYTLE

11801 Canon Boulevard, Suite 200, Newport News,

Virginia 23606 Telephone: (757) 595-5655 Facsimile:

(757) 595-4262 E-mail: bdlytle@lytlelaw.com www.lytlelaw.com

Ghost Writing Evidence - 37, 38, 39, 40, 41

[This Evidence shows the difficulty the Petitioner's Diablity of Dyslexia in memorizing the spelling of words that sound alike by mistakenly writing Motion to Squash than[Motion to Quash]
being a Heirloom Framer from Hampton Virginia, as she was Testing Heirlooms Squash for her 2007 farming season.

Whereas, the Petitioner Pleading were to the best of her abilities to communicate the Facts and the Important of all Subpoena Witness to appear before the lower Court all with their records for the Petitioner to take the Witnesses for Verification of True Court Orders, Verification of Local Web-site Members/Supporter of Del. Thomas Gear who are Petitioner Neighbors/and unidentified players in Ghost Writing tactic by using the Daily Press and other Local Website to intimidation/and control the local public, and publicly plan to divide the City of Hampton by Cries of Racism in the support of Linda Smith to regain her employment to continue her discrimination actions towards the Petitioner, and a continuation as a major player in Ghost Writing Conspiracy and protect all Players who benefited from the miss use of Millions of dollars of Defense Contingency fees, throughout ten years

of Civil Litigation, and the Severe Interference of the Petitioner First Attorney and her Witnesses to Punish the Petitioner because of her Political affiliation, as a Black Republican. She trusted in the hands of her First Attorney James M. Gallagher the first day her mate him.

This evidence also shows Judge Louis R. Lerner have first hand knowledge of the Petitioner pleading as he let the Petitioner Know of her misspelling of Motion to Squash in last Litigation before the Lower Court, with facts in Court Report transcribes of said Motion she were deprived of Jurisdiction, as said Judge violated the Petitioner Right's under the Equal Protection Clause under the 14th Amendment given every Class of people similar treatment under the Law]

Virginia: In the Circuit Court for the City Of Hampton Part 11

Joyce Patterson-Beggs et. als

v.

Allied Broker's Inc. et al

Motion to Squash Dismissal and Protective Order

Here Comes the Pro Se Litigant for the plaintiffs and moves

the Court to Squash Dismissals and Protective Orders filled by Defendants Allied Broker Inc. et al as her motion to enter New Evidence is well grounded in facts to the best of her ability, not to Harass pursuant to Virginia Code 8.01-271.1 and in the Interest of Proper Justice7 Due Process Rights, and the Plaintiffs
Civil Rights Citing Haines V. Kerner, 404, U.S.519 (1972). in this case at Bar.

1. Defendants and Council Kathy Gear Owens were at all times aware of Plaintiffs strong intentions to re--suit said defendants with-in six months due to extraordinary circumstance of Pro'se files missing whiling appealing in the United States Supreme Court, and was denied a fair trial as Brian D. Lytle staff reporter setting this case for trial, during the United Supreme Court Jurisdiction., on behalf of Kathy Gear Owens and her Defendants,
a continuation of Ghostly Tactic, and is unsure of Kathy Gear Owens Representation cited in her Motion of Third Parties. November 1, 2004 The Plaintiff as Pro" se Case records were missing at trial date, and were giving two choices my lower

court: (1). Carrie out the trial with-out records or needed Evidence, or (2). non-suit the defendants until United States Supreme Court Jurisdiction has expired}

Page 1

2. November 19, 2005 The Plaintiff as Pro'se tiled her Objections of missing records with the lower court and the Office of said Council for defendant, and signed Order. Copy of Objections: Objections to Judge Decision giving the Plaintiff only two Choices:

1. Carriage out the Trial in which were set for Trial by Brain D. Lytle Scheduling Secretary (Not by Kathy Gear Owner Scheduling Secretary) who were not present long with the Plaintiff's due to a Medical Emergency with Child.

2. Or Non - Suit the Defendants, where as the Plaintiff Appeal lower Court Order to Separation This Defendant.

The Plaintiff as Pro'se Object's to Case Records missing at Trial Date November 1, 2004. in which were set with- out the Lower Court Jurisdiction. along with Video Tape Evidence. and Record Evidence in which deprived the Plaintiff as Pro'se her Due Process Right's Under the Virginia Constitution and he U. S. Constitution, and the Right's to a Fair Trial. The Plaintiff as

Pro'se Object's to Docket on November 1.2004 listing Brain D. Lytle as This Defendant John Pane as Attorney of Record, withholding Kathy Gear Owens from case Records. and Court Docket.

The Plaintiff as Pro'se Reserve the Right's to Re-suit this Defendant after the U. S. Supreme Jurisdiction expirer or Within 6 Month as the Lower' Court has Noted.
Seen By

_____

Kathy Gear Owens
Signature of Joyce Patterson-Beggs,
Joyce Patterson-Beggs,
Date November 19, 2004 Judge
3. Said Order was interred December 8., 2004, giving the Plaintiffs 6 months to Re-suit defendants, before June 8. 2005. Said defendants were Reinstated April 30.. 2005.
Page 2 Ghost Writing Evidence 38]
4. Therefore Defendants Motion to Dismiss should be overruled as Defendants Nor his Council, Kathy Gear Owens Never Responded or Objected to Plaintiff Motion, and defendants

Council Kathy Gear Owens did not have Available Motion Dates Until August 30,2005, after the Pro'se worked hard with Kathy Gear Owens to schedule Motion Hearing Date before 4 Months. New evidence introduced by the Pro' se will prove all demurrer were not Grounded in fact or pleading along with defendant Home Paramount Pest Control Company Inc. Grounds of defense.

5. Pro'se Motion to Re-suited said defendant on April 30, 2005 is the Complaint which act' as a Motion of Judgment and moving the courts August 30, 2005 to add proper party to this case at bar, Wherefore reinstating said Defendants, were timely files, along with filing fees paid in Hampton Clerk Office.

6. Moreover the Plaintiffs are the true Victims in this case at Bar, as defendants moved the Lower Court to separate themselves through-out maturity of said case. The Pro'se litigant New Evidence will show all defendants Demurrers and Ground of Defense to separate themselves, was not well Grounded in facts, as a demurrer test the legal sufficiency of the pleading.

7. The Pro' se in good faith filed Subpoena duces tecum filed with the Circuit Court to be delivered by the Appropriates

means through and by Hampton Sheriff Office. An at all times Appropriately Filed Out Subpoena duces tecum identifying herself as Pro' se to the best of her ability and not an attorney nor served thru Private Service as only an Attorney can authorize,

Page 3

of the Plaintiff Pursuant to said Code of Virginia and Rule 4:9. The Plaintiffs Subpoena of witnesses and their documents was at all times to support the Defendants Ghostly Tactics, supported by Obstruction of Justice to mislead the Courts, and interference with Plaintiff's Expert Witnesses and using the Gear Family of Phoebus, [noting that the Plaintiff's property is located in Phoebus section of Hampton] with their Professional Position in the City of Hampton when the Plaintiff as Pro'se took over this case August 10, 2000, to Cover Defendants Severe Violation of the State Wide Building Code, which involved Tom Gear, [the Brother of Kathy Gear Owen] as the Only Witness Subpoena [who answered subpoena duces tecum with no evidence] on August 30, 2005 for Documentation Evidence of the proper Identity of persons Communicating anonymously to

include Defendant John Pane over local Internet Forum Pursuant to Virginia Code 8.01 407.1. to provide New Factual Evidence of Defendants Ghostly tactics, by way of Obstruction of Justice, [of]protection of Third party involvement on behalf of Said defendants Company Allied Broker's Inc. during the Maturity of case 97-36817. Witness Tom Gear Answer to said Subpoena is on file in this case at Bar.

Wherefore the Plaintiffs pray that this Court enter Judgment the Plaintiffs, with Punitive Damages going to the Charities Organizations to include Schools in Hampton and Lexington Ky., in helping the Plaintiff Infants as the Suffered on behalf of Defendants and (State Farm) action of Ghost Writing and Behind the scenes unbundled legal service by their Legal Department, a complete revisal of case Laremount-Lopez V. Southeastern Tidewater Opportunity, (E.D. Va.1997) as the Plaintiff's suffer in the Case at Bar.

[end of page 4 and Ghost Writing Evidence 40

I ask for this Signature Joyce Patterson-Beggs, Plaintiff,

312 South Willard Ave. Hampton Va.. 23663

757-265-7784

Certification of Mailing

I hereby certify that a true and accurate copy of the Foregoing Reply was sent this 12. of October by United States Mail, and fax to all Council of Record and By Hand to the Hampton Circuit Court Office along with Motion to $quash Defendant Dismissal and " Protection Order.
I certify that to the best of My Ability of understand Council Kathy Gear Owens Motion, It is not clear Which Third Party she is referring to or Representing, in Said Motion For Dismissal and Protection Order, other than Allied Broker's Inc. and John Pane. Whereas the Plaintiff as Pro'se is sending a copy of this Motion to Squash to her for said Clients of Record.

See Plaintiff Exhibit 1
[page 5 and Ghost Writing Evidence 41]

Ghost Writing Evidence – 42, 43, 44, 45, 46, 47, 48

[These clips of Evidence are from a Local website by Delphi forum started up after the Daily Press closed down it Local website, with many members crossing over to new local Forums. Said Evidence shows two unidentified indispensable party [Gammler, Jon10003 &] and Identify Indispensable Party [Suebee Suebee86]

whom made herself known to the Petitioner's byway of threats over the Local websites in 2003, because she approached the local Republican Party to find a candidate to run for the Clerks Office to protect all citizens Right's, causing the Petitioner study many website member to find other corrections to said complex cases pending in the lower Court and false statements about said

Judges involved over the years. learning her Name was Susan Mitchell, by Communication of an unidentified web member [an innocent Party] posted her names as Susan Mitchell and posted new papers clips of her behavior and attack of city leader's, very similar to the attracts on the Petitioner which were destroyed by Hurricane Isabel. As well as Identifying Susan Mitchell Attorney as Kathy Gear Owens. Who may have posted in said websites with her Husband as Mr. & Mrs. Reuter

From the daily Press Forum in protection of posting made by Susan Mitchell to control public Opinion and hate for Former Mayor of Hampton Jimmy Easton. The same Mayor in office when Said Respondents did not pull a permit or order an inspection] denying the City of Hampton to Protect the Petitioner and her infants from faulty Construction work therein injured her Infants and property. Most importantly with statements made by Susan Mitchell of her connection to the Clerk of Court Office for 11 years five day and being the Campaign Manger of Linda Batchelor Smith. Who may have helped Destroy the Petitioners evidence in the Clerk Offices in the Protection of her Attorney/ Friend Kathy Gear Owens. Which included Gammler, who was one of the first members of the Daily Press Forums, on or around 1998-99 around the same time her first attorney of Record Mr. James M. Gallagher withdrew from said cases. Who may have played a major roll in the misuses of Defenses Contingency Fee, and benefited thereof and Jon10003 who changed his web name from Zack to [Jon10003] Becoming mayor Parties of Identity of Interest under Federal Rules of Civil Procedure 15 9(c) (3) thereinby needed to explain players part of Ghost Writing conspiracy.

Thereof, only Del. Thomas Gear could Identify his website Supporters under the Moral-Wrong doctrine by indispensable party under Fed. R. Civ. P. 19 (b) and of the Wharton's Rule http://forums.delphiforums.com/TheBoogie/ messages]
From: Gammler .. Mar-11 10:23 pm To: Jon 10003 (73 of 75)
1182.73 in reply to 1182.72
The mayor has given a job to Wallace now and with his bonus at firing Wallace is making out like a BANDIT. (Jonl0003)
I just skimmed the article in the paper. I was not aware that George Wallace's new job paid anything.

Keep in mind that Hampton's mayor, Ross Kearney, is one of Hampton's "good ole boys". As Ronald Reagan said, "trust, but verify". I wouldn't buy a used car from him. By the way, he isn't speaking to me.

The second personality of Gammler stated: Mamba says he isn't the only one in with a forked tongue. Options
From: Suebee (SUEBEE86) To: ALL 10/22/2003 3: 19 pm
(47 of 151)

403.47 in reply to 403.46

Hey guys, I don't even know where to begin, but let me start by

stating THE FACTS. Secondly, I will post "the word around town. " Without rock solid proof, I cannot verify the second part of this post. But suffice it to say, I am in the clerk's office 5 days a week and have been so for the past eleven years.

FACT: Linda Batchelor Smith does

[end page 1 and Ghost Writing Evidence 42]

chance, plain and simple. Also, as pointed out by Zack, she obviously doesn't have much in the funding department. I CAN say that Jimrny Eason and his cronies are NOT behind her.

The great thing is, she's NOT indebted to the Easonite network. Thank the Lord.

FACT: Linda is endorsed by Mugler Gibson AND Juanita Gupton, two of the best clerks that Hampton had. (they endorsed PRIOR to the primary in June!!) Would they endorse her if she was incompetent?

FACT: Linda has 21 years of hard working, hands on experience in every facet of that office. She knows what needs to be done to rectify that office...even with limited funds. She's been seeking advice from Rex Davis, clerk of NN and Betsy Johnson, clerk in Wlmsbg as well as many others, and will continue to do so in order to make

Hampton the very best that it can be.

FACT: People from every facet of society are stepping up and helping, even though it's not necessarily with $$$.

Republicans, Independents, Libertarians, and. a few Democrats that are not Easonites. If you want names, I can give them to you.

FACT: I would not be pouring my heart and soul into this if I didn't know with 100% certainty that she IS the BEST person for the job.

Do we want a clerk with experience or a politician with zero experience?

Page 2 Ghost Writing Evidence 43

OK now, the stuff that "I've

heard around town. 11 So therefore I'm NOT saying whether

this is true or not because I can't verify this in writing (yet)

Tom Reynolds is being funded by Bohnaker, Eason., Hunter Andrews and more. You get the point. Does he really have 50 grand to burn? Come on now... he doesn't even have a job.

Lastly, the crap that he is putting out there is LIES LIES LIES. He told me to MY FACE today that he lied at a forum "just to get under my skin." What does that say about him?
YOU ALL are the voters. This is your choice. An I can do is ask you to vote for Linda for the sake of this city. The clerk's office affects ALL OF US from the cradle to the grave. Not just judges, lawyers and title searchers.
Come to the forum tomorrow night, 7pm @ city hall. SEE for yourselves. Ask questions.
Thanks for reading this.

– Options
From: Suebee (SUEBEE86)" 1 0/24/2003 6:08 pm

To: LAIDBACK11 (700f151)

Reply

403.70 in reply to 403.51

True. Would Muggy endorse Linda if he didn't have faith in her? How about Juanita? They could stay neutral and not put their names out there if Linda was not the best person for the job.

Our Mutual friend that work there

End of page 2 and Ghost Writing Evidence 44

Options Reply

From : GARBAGE0 (59 of 151) 403.59 in reply to 403.58

all of the deputies in Hampton and York County know the deal suebee. we all talk. word gets around quick. how about some other things you have not told us about. security cameras were installed in the Hampton record room because of you. one day Bohnaker threatened you with a Slander suit and you freaked out oh sue! i am completely in

touch! we all know the security cameras were finally put in because you were KICKING A MACHINE IN THERE
how about. telling everyone about the day the York County DEPUTIES were called in because you were SCREAMING

From Sucbee (SUEBEE86)
Guess what happened today! ;) Bohnaker had the audacity to kick
me out of the clerk's office today because I had my Linda Smith
t-shirt on. He told me it was against the law and there is "no electioneering allowed in his office." I thought it was our office, not his.

Funny, cuz I've been wearing campaign shirts in every record room for years. Needless to say, I went to my atty's office immediately. She called the atty general in Richmond and got an opinion that it is totally legal for me to wear whatever shirt I want, as long as it's not obscene in nature. She walked me back to the clerk's office and asked to speak to Jim Bohnaker. Steve Spurr, the chief deputy said that Bohnaker was "busy." So she asked him to explain exactly why I was ordered to leave

(Bohnaker did tell me that if I changed shirts, I could stay He said, "Urn, I think there's something in the Va code that says so." Nope. He doesn't know the code from a newspaper. So I went back to work for the rest of the day. What a trip.

From GARBAGEO

Bohnaker is already gone. He knows

that. Why be an ass hole and rub it in his face? I find it pretty tactless that you wore that shirt today . You getting thrown out is just another case on the long list of questionable and disruptive behavior in the record room. You have no class whatsoever.

[End of page 3 as I have completed GARBAGEO statement

For the under standing of the Unites States Supreme Court.

Ghost Writing Evidence 45]

From: Suebee (SUEBEE86)

Bohnaker. I mean constantly. Then she flipped sides in May. What happened? Why did she stop speaking to certain people? Linda stepped up to the plate for her on more than one occasion. I do not understand, and I'm certainly not the only

one asking this question. I've known this girl all of my life and now I feel like I don't know her at all.

From GARBAGE0 ... Options Reply

'Kathy Gear Owens ... the sister of the REPUBLICAN delegate? See what I mean, people change parties as often as they change their underwear.

Message 79 of 151 was Deleted 10/24/2003 8:31 pm

(80 of 151) 403.80 in reply to 403.48

From: HAMPTONVOTER

To: Gammler .

FACT: Linda is endorsed by Mugler Gibson AND Juanita Gupton, two of the best clerks that Hampton had. (they endorsed PRIOR to the primary in June!!)'Would they endorse her if she was incompetent? Words of (Suebee)

HAMPTONVOTER: These names aren't familiar to me. Were they Clerks of Court or other types of clerks? Do you have these endorsements in writing?"

My question is: who sponsored and supported Gibson and

Gupton when THEY ran? Eason

GARBAGEO 10/22/20036:30 pm

To: Suebee (SUEBEE86)(49 of 151) 403.49 in reply to 403.47

you are one of the biggest liars in the

city of hampton. why should people believe you are not lying now?

why did you tell all those people that bohnaker was having sex in the record room? what finally made you shutup? did bohnaker threaten to take legal action against you? you are a maniac

[end of page 4 and Ghost Writing Evidence 46]

From: Gammler

[Corrected for the United States Supreme Court]

To: GARBAGEO

you wore that shirt today . You getting thrown out is just another case on the long list of questionable and disruptive behavior in the record room. You have no class whatsoever. (GARBAGEO)

Gammler: Sour grapes. Jim Bohnaker made the Hampton Clerk of Courts office the laughing stock of the 1;'idewater

area. He got what he deserved. I am sick, sick,
sick unto death of being laughed at for living in Hampton.
Sooner or later we are going to dump all the incompetents
that infest the Hampton City government on the street. It may
take awhile, but they are all going to go. It's time for Jim
Bohnaker to go to Jimmy Eason's back yard
and throw a few touchdown passes with him.

GARBAGE0

[posted to letter on the forum published in the Daily Press News Paper] Two letters to the editor today that were printed:

Campaign signs ...

On Oct. 1, I read Susan Mitchell's letter, "Campaign kudzu, " regarding Tom Reynolds' campaign signs. The readers of the Daily Press should be advised that Mitchell called Reynolds on Sept. 11, prior to Hurricane Isabel, and complained about his yard signs being posted on private property, even though he had the permission of the owners. Mitchell was upset that campaign signs were in high traffic areas.

[end of page 5 and Ghost Writing Evidence 47]

[continuation of the first letter] Readers should also be

informed that during the aftermath of Hurricane Isabel, Reynolds aided friends in the Grandview and Wythe areas with the removal of debris and assisted with restoration efforts to their property.

In addition, he transported bottled water, ice, gasoline and canned food to the less fortunate. Like other residents of Hampton, Reynolds was Without power for 11 days. Because he has a gas hot water heater, friends as far away as York County enjoyed a refreshing shower during these most difficult times.

Mitchell should be ashamed for authoring such rubbish. As far as I am concerned, a ninth generation member of Thomas Jefferson's family may post his campaign sign in my yard at any hour or day of the week.

The citizens of this great country owe so much to members of the Reynolds family; therefore, we should be honored to have him erect his signs anywhere in Hampton.

Julia Brandt

Hampton

[Second letter]

... of a good campaign

It's nice to know that Susan Mitchell had the time in

the aftermath of Hurricane Isabel to scour the streets of Hampton in search of supposedly misplaced campaign signs. It's even nicer that she pointed out how burdened Hampton Codes and Compliance officials were, since she was the one burdening them with her incessant calls and demands to remove Tom Reynolds' signs.

Funny, while the rest of us were standing in gas lines, tearing out sewage-soaked carpeting and throwing out most of our precious possessions and memorabilia, Mitchell was harassing city officials to remove political signs.

It's sickening that Mitchell is using the devastation of Isabel to try to detract from a candidate who was simply doing what anyone running for public office would be doing at this time. My only guess is that she's upset Reynolds is obviously doing a better job at campaigning.

Jim Williams Hampton

[end of page 6 and Ghost Writing Evidence 48]

Ghost Writing Evidence – 49

[This evidence shows the Petitioner Expert Witness

Appraiser from her Mortgages Company giving Campaign Contributions to Tom Gear as a Conflict of Interested, Especially with the Lower Court allowing Mr. Richard Zahn to call him as his witness, when the Petitioner Send her witness list to the Clerk Office as required by Pretrial Order granted by the lower Court February 2. 2001. Leaving the petitioner to just cross examine him her own Expert witness shows the Control Defense Attorney had over the Lower Court Judges involved in said case. Turning over strange papers the petitioner have never seen before, with-out receiving a copy].

Vpap.Org

Powell, C P

Hampton, VA

. Retired

See donations for year 2003

1 donation totaling $ 50.00

Partisan breakdown:

Republican $ 50 (100%)

Democrat $0 (0%)

Other 0%

Candidate (Party-District) Gear, Thomas D. (R-H091)

Campaign $50.00

Contribution data is current through the following dates;

3/20/04 for

leadership Committees: 12/31/03 for House, Other

committees, Political

Party Pac's. Senate, and Statewide Candidates, 12/31/02 for

Inaugural

Committees: and 11/28/02 for Referendum Group.

http://www.vpap.org/donors/resuits

_level2.cfm?key=INP000287296&

CycleID=A

7/9/2004

Ghost Writing Evidence 50

Vpap.Org

Powell, C P

Hampton, VA

. Retired

See donations for year 2002

1 donation totaling $ 100.00

Partisan breakdown:

Republican $ 100. (100%)

Democrat $0 (0%)

Other 0%

Candidate (Party-District) Gear, Thomas D. (R-H091)

Campaign $100.00

Contribution data is current through the following dates;

3/20/04 for

leadership Committees: 12/31/03 for House. Other

committees, Political Party Pac's. Senate, and Statewide

Candidates, 12/31/02 for Inaugural Committees: and 11/28/02

for Referendum Group.

http://www.vpap.org/donors/resuits

_level2.cfm?key=INP000287296&Year=

2002&Candifil 7/9/2004

Ghost Writing Evidence – 51

[This Evidence Show the Petitioner Former Insurance agent

From State Farm giving Campaign Contributions to Thomas Gear, who also insured Allied Broker's Inc. & John W. Pane d/b/a Panco Service Co]

Vpap.Org

Fullen, James

Hampton, VA

Insurance Agent

See donations to all Candidates

for year 2003

1 donation totaling $ 500.00

Partisan breakdown:

Republican $ 500.00 (100%)

Democrat $0 (0%)

Other 0%

Candidate (Party - District) Gear, Thomas D. (R-H091)

Campaign $500.00

Contribution data is current through the following dates;

3/20/04 for

leadership Committees: 12/31/03 for House, Other

committees, Political

Party Pac's. Senate, and Statewide Candidates, 12/31/02 for

Inaugural

Committees: and 11/28/02 for Referendum Group.

http://www.vpap.org/donors/resuits

_level2.cfm?key=INP000288893&

CycleID=A

Ghost Writing Evidence – 52

[This evidence shows Judge Louis R. Lerner using Judicial

Activism to Protecting State Farm False insurance Documents permitted to the Lower Court by Motion Craying Oyer by replacing them with the Petitioner True insurance documents as he ruled against her, with his Legal Clerk sending her evidence to the Virginia Supreme Court and destroying her 360 of Production of Documents send to State Farm by her First Attorney James M. Gallagher, and letters from her files to show State Farm Interference with the Petitioner First Attorney after receiving said documents].

Copy of Exhibits Envelope

Circuit Court of the City of Hampton

Joyce Patterson-Beggs

v.

Allied Broker's Inc. et als.

Motion of Judgment Cl 01-305

1. State Farm Homeowner's Policy
2. State Farm Declaration Page
3. State Farm Insurance Letter dated October 10, 1997
4. State Farm Letter Dated September 14, 1998

Bohnaker, Clerk of the Circuit Court of the City of Hampton, hereby certify that the within are as above Captioned matter.

No Signature

Ghost Writing Evidence – 54

[This evidence shows a connection of Kathy Gear Owens,

Home Paramount Pest Control, and Allied Broker Inc.]

Allied Broker, Inc. Real Estate

Residential sales & Property Management

TERMITE INSPECTION

SELLER will contact extermination company of his choice for inspection of wood for insect destroying organisms and for moisture certification or instruct REALTOR to contact company on his behalf. If an existing contract is held, indicate company below . REALTOR will provide access to property and/or meet inspector for SELLER. Inspection to be done and letter issued within 30 days of closing.

Extermination Co. _____

_____Under Contract Currently _____No preference

Colonial Exterminating Co. Inc. Phone: 877-5650

Paramount Pest Control: 874-7055

DEER PREPARATION

SELLER AUTHORIZES the REALTOR to contact the following Attorney closing closing agent to prepare deed and handle closing:

( ) Bob Harris 722-2131

( ) Kathy Owens 722-2272

( ) Virginia Commonwealth title 873-3799

( ) Stewart Title 873-0807

( ) Other - see below

Closing Agent_____

Address_____

Phone #_____

Fax_____

Mortgage Information

Lender Name_____

Address_____

Phone _____

Loan Number _____

Approx. _____

Monthly Payments _____

Interest Rate_____

Seller Elisabeth Kirkpratrick___Signature Elisabeth Kirkpatrick

Date July 24, 1995

Ghost Writing Evidence - 54

[This Evidence Shows how Defense Kathy Gear Owens, sending

different Cases Numbers to confuse the Lower Court and sending Said Motion to Intimidate Judge Williams Andrew III, and Signing she was the Attorney of Allied Broker's Inc.]

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPT

Joyce Patterson-Beggs, et. als. Plaintiff,

v. CASE NO. 97-36817-01-.305

Allied Broker's Inc. , et al.

Defendant.

MOTION FOR "DISMISSAL AND PROTECTIVE ORDER

Comes now the Defendants, John Pane and Panco, Inc., by counsel, and moves this Court for an Order dismissing this action from the docket of this Court, with prejudice, and for a Protective Order against the Plaintiff to the benefit of the Defendants and in support of this motion states as follows:

1. That this case was voluntarily nonsuited by the Plaintiff at a hearing on November 1, 2004. This Court having entered an Order of Nonsuit on December 8, 2004.

2. That Plaintiff has failed to refile a Motion for Judgment

against the

Defendants land time to do so has expired.

3. that Plaintiff continues to file motions, issue subpoena duces tecum to third Parties, and set hearings with the Court.

WHEREFORE, Defendant prays that this Court enter a dismissal Order of this matter with prejudice and an Order that Plaintiff is barred from filing an court in this matter.

Allied Broker's Inc. et al

By Signature Kathy Gear Owens of Counsel

Ghost Writing Evidence – 55

[This Evidence shows Defense Attorney Kathy Gear Owens

Sending Judge Williams Andrew III second Motion using only the name of John W. Pane d/b/a Panco Service Co with the original Case Number of 97-36817 to Continues Intimidations tactics knowingly said case were in Judge Louis R. Lerner, and his Courtroom II.]

Virginia: In the Circuit Court for the City of Hampton, Part III

Joyce Patterson-Beggs, Plaintiff,

V. LAW NO. 97-.36817

Allied Broker's Inc. et al.

MOTION FOR DISMESSAL AND PROTECTIVE ORDER

COMES now the Defendant, John Pane, trading as Panco Service Company and moves this Court for Summary Judgment, as a matter of law and in support of his motion states as follow:

1. That the Plaintiff voluntarily non-suited this case at the hearing

scheduled ,previously (by Praecipe) on November 1, 2004. That the Court entered the Non -suit Order on December 8, 2004, a copy of Which s attached hereto as Exhibit "A" and incorporated herein.

2. That the Plaintiff has not refilled a .Motion for Judgment against the Defendant for the original claim within six (6) months of the
nonsuit pursuant to Section 8.01-229(E)(3). Code of Virginia, 1950 as amended.

3. That the only "pleading" .filed by Plaintiff after the aforesaid
nonsuit Order was a "Motion to Reinstate Said Defendant' (" which does not state a cause of action. See attached Motion, Exhibit "B".

WHEREFORE, Defendant prays that this Court enter a summary judgment for the Defendant, John Pane. Trading as Panco Service
Company, and dismiss this action and attendant claim against

the

Defendant, with prejudice.

John W. Pane d/b/a Panco Service Co

By Signature Kathy Gear Owens

I

Kathy Gear Owens

147 West Queens Way Hampton.

V A 23669 Telephone (757) 122-2272

FACSIMILE: (757) 722-9238

Ghost Writing Evidence - 56, 57, 58, 59.

[With the correction to the Proper Name of Susan Mitchell in

place of Susan Michelle]. [This evidence show the Lower Court continual[illegible] to deprive the Petitioner of her right's to a fair appeal process.]

Virginia: In the Circuit Court for the City Of Hampton Part 11

Joyce Patterson-Beggs et. als

V. 97-36817, 97-36817-01, 97-37341, 01-30501

Allied Broker's Inc. et al

Notice of Appeal

Pursuant to VSCR Rules 5:9. (a) (b) (c) & VSCR 5:10 of Notice of Appeals, along with Virginia Code 8.01-27. & Code 8.01-407.1. (c{. (d) & Virginia Code 8.01229 D. and Virginia Code 8.01-229 (E)(3{, especially suffering a Non-suit by defendants actions in bad faith. Virginia Code 8.01-30, 8.01-680.,8.01--6., 801-6.I., 801-7. and Rules of Professional Conduct Rule 1.1 and Rule 1.2 Scope of Representation.

Comes Now Plaintiff's to appeal the unexpected Surprised Changed

Order on behalf, of Judge Louis R. Lerner in which the Plaintiffs

where not aware of until visiting the Lower Court 28, 2007 to get the Lower Court Judge to initial the Plaintiff as Pro' se Evidence not enter into evidence before the Judge November 21, 2007, as Judge Denied to Initial Evidence that were before him which would have explained, Del. Tom Gear Answers to his Subpoena Duces Tecum to Protect his Sister Kathy Gear Owens, and Her Client's & Local Website indispensable Third Parties.

The Pro'se Litigant Received a copy another copy of Judge Order by U.S. Mail October 29:. 2005., with the postage Date leaving the Circuit Court October 27, 2005.

Most Important, Evidence of Defendants /Attorney Kathy Gear Owens use of their Website Friends "Gammler", "Mr.& Mrs Reuter" 000Zach (Zack000007)" Jon 10003 , and threats made by Kathy Gear Owens Friend under the name Susbee as Susan Michelle Mitchell, while Both, Campaigned

for the Present Clerk of the Circuit Court, Linda Smith due to her Dismissal of employment of the Hampton Circuit Court Clerks Office as Deputy Clerk, in which Indispensable Parties_ Continue to use Linda Smite Court Computers to Obstruct Justice, along with "Tom Gear" Pursuant to Virginia

Code 8.01-401.1. (c), (d) Professional Position in the City of Hampton and the State of Virginia to destroy the
[end of Page 1 and Ghost Writing Evidence 56]

Life's of the Petitioners, with "FoodMrg", stated in many years of Local web sites of having Communications with the Judges in the Hampton Circuit Court which actions Prejudice the Petitioner Case, to protect Respondent John Pane & Allied Broker's Inc., Severe Violations of the State Wide Building Code and Construction Fraud, which injured, the Petitioners, due to their Hate for Hampton Former Mayor Mr. Jimmy Easton,
and Members of the Hampton City Council. In which has, Adopted
Criminal Actions for Violating State Wide Building Code to Protect
the Historicity of our Beautiful Historical Town of Hampton Virginia,
giving the Hampton City Council, the Authorities to bring forth Charges of Said Violators.
The Plaintiffs, case were dismissed, on October 21, 2005, before

the Motion to Enter New Evidence were address, on Behalf of Council Kathy Gear Owens Continuous Pleading using Ghost Writing and Phantom Pleading that were not Grounded in facts or

Law, and using different case Numbers, and sending her pleading

to Judge in Courtroom III, to intimate him 'of this Order December 8, 2004.

The Plaintiffs Reinstated said Defendants April 30, 2005:1 with no response from Kathy Gear Owens, until the Plaintiffs Moved the Court on a Motion to enter New Evidence, with Kathy Gear Owens not have available dates until August 30, 2005.

On August 30, 2005 Said Judge did not grant the Council arguments and Continued Case on Available Dates of Kathy Gear Owens Schedule, on October 21, 2005, to seek the true of Fact.. Whereby, the Plaintiffs as Pro, se suffered.

Which ended with a Miscarriage of Justice, with a continuation of Violation of Ghostly attics which victimizing the Plaintiff and her infants and his next friends, of fundamental fairness

for eight years of legal abuses. Leaving the Plaintiff as Pro' se and her infants deprived of their Natural Right's and Civil Right's as

American Citizens Citing Dred Scott v. Sandford, 60 U.S. 393, (1856). It is Very Clear that the Hon. James McCauley Ethics Counsel of the Virginia & Virginia States Bar, along with the Virginia State Bar Standing Committee on legal Ethics) agree on New Rules of Professional Conduct Rule 1.1 and Rule 1.2 Scope of Representation

[end of page 2 and Ghost Writing Evidence 57]

January 1, 2000 would provide "New Safeguards" an light of fundamental fairness on behalf of Pro'se litigants, and the Virginia Attorneys that follow the Rules of Professional Ethics. In the Pro' se legal research of the Virginia State Bar Standing Committee finding on addressing Ghost Writing, shows ones starts in cases, especially insurance Company, it continues, as in these cases at Bar that Matured From 97-36817 where the Plaintiffs suffered a disadvantage with ended in a Miscarriage of Justice, that injured the Plaintiff s,

especially with defendants,

Attorneys use false, incomplete Contract, to Separate themselves, by interfering with the Plaintiffs First Attorney of Record to Separate themselves, giving said attorneys of Record and Defendants the tools to set the stage of Obstructions Filing,

with Obstruction of Justice, to Block the Pro' se Evidence with Phantom Pleasing to mislead the Co_ along with State Farm General Insurance Company False Insurance Documents produced to their New Council Of Record, the Lower Court in Motion of Oyer Cray & mislead the Lower Court to Sustain Demurrer in error and the Plaintiffs is in the process of ordering Court Reporting from Lewis Debary Reporting to add in this appeal , along with False Insurance Documents Produce Under court order by Attorney Mr. Richard Zhan Jr/ Home Paramount pest Control

Company, along with New Evidence showing forth

Kathy Gear Owens were at all times a Recommended Attorney for Allied Broker's Inc., which handle closing on it's behalf: which set the facts, with Conflict of Interest which Ghost Writing

to misuse Insurance money for personal gain and not to end the
Suffering of Plaintiffs infant injuries, nor injuries to the Plaintiff as
Pro'se Property.

Contents of Appeal
[end of page 3 and Ghost Writing Evidence 56

Whereas. Depriving the Pro' se Litigant of Due Process of Laws under the Virginia & U.S. Constitution and her Civil Right's
to fundamental Fairness,. and .Equal Justice Under Law, as a Black Republicans Citing Justice Harlan Dissenting Citing Plessy V. Ferguson 163 U.8.537 1896, and with the Respondents/Attorneys Ghost Writing to mislead the Hampton Circuit Court, being deprived of the Legal precedent of Contents Pursuant to Rule 5:9, the Plaintiffs certify that an transcripts From August 30, 2005,& October 21,2005 are in the process of being ordered. And all Disposition of Frey Reporting Service Aurney Tom Powel and Mr. Dr. Tom E. Wright, and

Joyce' Patterson--Beggs Oral Testimony by Tayloe Associates Inc.
of Norfolk Virginia, will be included with this appeal, with Opening
Statements, along with new order of trial.) Testimony April 24, 2001
of the Plaintiff's Expert Witness David Langille and Gary Powell.' All New Evidence to include Web communications at Motion hearing October 21, 2005, with all upfront Discovery send to Defendants from the Plaintiff as Pro'se, and the complete Court
Records of all Cases which matured from 97--36817 to include 01 -305-97-37341, and New Case No.97-36817-01 by the Hampton Circuit Court Clerk Office. Most importantly, and copy of Plaintiff Petition for Writ of Certiorari to the United States Supreme Court with Exhibits, showing a Pattern of using the Clerk office as a tool to Obstruct Justice.

Certification of Mailing

I hereby certify the Plaintiff as Pro' se is in the Process of

ordering all Court reporting listed in Appeal. I hereby certify this appeal

is hand delivered to the Hampton Circuit Court Office on this Day

November 10, 2005. I hereby certify a copy of this Notice of Appeal

has been fax, and mail to all said Defendants, Attorneys/and Attorney of Record with a Copy of Plaintiff Objections of the Lower Court Order On this day the 10th, 2005.

Joyce Patterson-Beggs Signature

Joyce Patterson-Beggs,

Plaintiff,

[end of page 4 and Ghost Writing Evidence 59]

Ghost Writing Evidence – 60, 61,

[This evidence shows how Judge Louis R. Lerner continue

to abuse of discretion by changing his ruling to benefit Del. Thomas Gear as said Case were Falsely described as a Petition against Tom Gear, and denying the Petitioner Motion for a Change of Venue. With the Clerk office removing said case from the Court Docket during the Appeal, and Writ of Mandamus, dropping Writ of Prohibition Against Judge as he turned in the Virginia Supreme because he turn said case in a Civil Writ of Habeas Corpus].

Plaintiffs Objections
To Judges Order November 21, 2005

The Plaintiff's Objects to the unexpected Surprised Changed Order on .behalf., of Judge Louis R. Lerner in which the Plaintiffs where not aware of until visiting the Lower Court 28., 2007 to get the Lower Court Judge to initial, the Plaintiff as Pro, se Evidence not enter into evidence before the Judge November 21., 2007, as Judge Denied to Initial Evidence that were before him, which would have explained.
Del. Tom Gear Answers to his Subpoena Duces Tecum to Protect

Of his Sister Kathy Gear- Owens, and Her Client's & Local. Website

indispensable Third Parties.

The Pro" se Litigant Received a copy another copy of Judge Order by U.S. Mail October 29., 2005, with the postage Date leaving the Circuit Court October 27., 2005.

Most Important Evidence of Defendants Attorney Kathy Gear Owens use of their Website Friends 'Gammler, 'Mr.& Mrs. Reuter" 000Zach (Zack00007)" Jon10003., and threats made by Kathy Gear Owens Friend under the name Susbee, while Both, Campaigned for the Present Clerk of the Circuit Court Linda Smith due to her Dismissal of Employment of the Hampton Circuit Court Clerks Office as Deputy Clerk, in which Indispensable Parties Continue to use Linda Smite Court Computers to Obstruct Justice

Along with, "Tom Gear" Pursuant to Virginia Code 8.01--407.1. (c)., (d) Professional Position in the City of Hampton and the State of Virginia to destroy the Life's of the Petitioners., with "FoodMrg"', stated in many years of Local websites of having Communications with the Judges in the Hampton Circuit Court which actions Prejudice the Petitioner Case., to protect

Respondent John Pane & Allied Broker's Inc., Severe Violations of the State Wide Building Code and Construction Fraud., which injured.

the Petitioners, due to their hate for Hampton Former Mayor Mr. Jimmy Easton and Members of the Hampton City Council In which has Adopted Criminal Actions for Violating State Wide Building Code to Protect the Historicity of our Beautiful Historical Town of Hampton Virginia\> giving the Hampton City Council') the Authorities to bring forth Charges of Said Violators. .

The Plaintiffs., case were dismissed., on October 21, 2005: before the Motion to enter New Evidence were address, on Behalf of Council Kathy Gear Owens Continuous

Page 1

pleading using Ghost Writing and Phantom Pleading that were not Grounded in facts or Law, and using different case Numbers and sending her pleading to Judge in Courtroom III, to intimate him of his Order December 8, 2004.

The Plaintiffs Reinstated said Defendant April 30, 2005, with no response from Kathy Gear Owens, until the Plaintiffs moved the Court on a Motion to enter New Evidence, with

Kathy Gear Owens not have available dates until
August 30_ 2005.
On August 3 2005, Said Judge did not grant
the Council arguments and Continued Case on Available
Dates of Kathy Gear Owens Schedule, on October 21,
2005, to seek the truth of Facts.
Whereby, the Plaintiffs as Pro'se suffered, which ended with
Miscarriage of Justice.
Depriving the Pro'se Litigant of Due Process of Laws
under the Virginia & U.S. Constitution, and her Civil Right's to
fundamental Fairness, and Equal Justice Under Law, as
as a Black Republicans Citing Justice Harlan Dissenting
Citing Plessy V. Ferguson 163 U.S. 537 1896, and with the
Respondents/ Attorneys Ghost Writing to mislead the Hampton
Circuit Court, being deprived of the Legal precedent of Virginia
Code 8.01229 D. and Virginia Code 8.01-229 (E)(3), especially
suffering a Non-suit by defendants action in Bad Faith.

This Objections by Patterson-Beggs, Pro'se
Of Behalf of Plaintiff's on this Date November 1, 2005 , with

Copy's going to all Defendants and Attorneys through fax, and local first class first mail.

Ghost Writing Evidence 62

[This Evidence shows how the Petitioner were deprived of Her

Attachment and Up-fount Discovery, was well as due process because of State Farm Request Correction of it's a Name as Defendant, contrary to the Laws of Virginia: Which do not Void out Service of Process nor Attachments for a correction of a Defendant Name]

LAW OFFICES

BRENNER, EVANS & YOFFY, P.C.

411 EAST FRANKLIN STREET

THEODORE I. BRENNER

RONALD S. EVANS

JAMES S. YOFFY

JAY O. MILLMAN GREGORY S. HOOE

KATHRYN SPRUILL LINGLE

MARY ..J. BENNETT

THOMAS D. STOKES. III

SUITE 200

P.O. BOX 470

RICHMOND, VIRGINIA 23218-0470

Facsimile 804- 644-1354

Phone 804-644-1300

May 1, 2001

Mr. James P. Bohnaker, Clerk

Hampton Circuit Court

101 Kings Way Mall

P.O. Box 40

Hampton, Virginia 23669-0040

Re: Joyce Patterson-Beggs, et al. v. Allied Brokers, Inc., John Pane, d/b/a Panco Service Co.. And State Farm Insurance Companies, Inc., etc. Case No. CLO 1-305

Dear Mr. Bohnaker:

Enclosed please find a Motion to Quash Service of Process which I would appreciate your filing along with the other papers in the above referenced matter.

Thank you for your usual help and cooperation.

Very truly yours,

Signature Theodore I. Brenner

TIB/jd

Enclosure

cc: Joyce Patterson-Beggs, pro se

Brian D. Lytle, Esquire

Kathy Gear Owens, Esquire

Ghost Writing Evidence 63

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON,

PART II

JOYCE PATTERSON-BEGGS, ET ALS Plaintiff

vs. Law #97-36817-01

ALLIED BROKER'S INC., ET ALS Defendant

DISMISSAI ORDER

The plaintiff issued a Subpoena Duces Tecum for Del. Thomas Gear to provide all documents, any papers, letters, email and faxes. Whereupon, it appearing to the Court that Del. Thomas Gear has responded to the Subpoena Duces Tecum; therefore, the Court doth dismiss this matter from the docket.

Entered this 21st day of October 2005.

Signature of Judge Louis R. Lerner

I certify that the document to which

. this authentication is affixed is a true copy of an original record in the Hampton Circuit Court, that I have the custody of the record and I am the custodian of that record.

Linda Batchelor Smith By Deputy Clerk

Patricia Singletary

Ghost Writing Evidence 64

[this Evidence shows the true picture of Mr. Richard Zahn and

Home Paramount depriving The Petitioner and her Infants of Fundamental Fairness of a fair Trail, other than the Clerk of Court Office, Back dating information in their Computer Systems to mislead the Appeal Courts, making her arguments Knoll and Void]

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF HAMPTON-PART II

Joyce Patterson-Beggs and Cornelius Bobbitt-Patterson, an infant, By Joyce Patterson-Beggs, his next friend, PLAINTIFF.

v. AT LAW NO. (97-37341)

HOME PARAMOUNT PEST CONTROL, INC., DEFENDANT

MOTION

TO COMPEL DISCOVERY

TO RENDER JUDGMENT TO PLAINTIFF'S FOR DISCOVERY VIOLATIONS

(FAILURE TO COOPERATE IN DISCOVERY FOR TWO YEARS)

(FAILURE TO NOTARIZED INTERROGATORIES)

(FAILURE TO PRODUCE COPY'S OF PLAINTIFF DEPOSITION)

(FAILURE TO FOLLOW COURT ORDER)

(FAILURE TO IDENTIFY CORRECT INSURANCE INFORMATION)

(FAILURE TO IDENTIFY WITNESSES)

(FAILURE TO PARTICIPATE IN MEDIATION IN GOOD FAITH)

(FAILURE TO PAY FOR MEDIATION)

! (FAILURE TO PARTICIPATE IN PRE-TAIL CONFERENCE IN GOOD FAITH} IN ORDER TO INSURE A FAIR TRIAL FOR THE PLAINTIFF'S WITH' RELEVANT REQUESTED DOCUMENTS)

April 20, 2004 Days before trial on April 24, 2004

Ghost Writing Evidence 65

[This evidence shows the Ghostly Tactic used against the

Petitioner in the form of Sanctions, and Physical threats to stop the Petitioner's Motion for Rehearing and showing the Court Destroyed Video-Tape Evidence by Clerks Office during Trial. That was restored with the help of Lexington Police Department in Lexington Kentucky]

TAYLOR &: WALKER, PC.

ATTORNEYS AT LAW

1300 FIRST VIRGINIA TOWER

555 MAIN STREET

POST OFFICE BOX 3490

NORFOLK, Virginia 23514

TELEPHONE 757-625-7300

TELEFAX 757-625-1504

J. DIANA L. WHITE

Administrator

HUME TAYLOR. JR. OF COUNSEL

WILLIAM C. WALKER, GERARD E. W. VOYER

JAMES E. BRYDGES, JR. , JOHN FRANKLIN, III

HENRY M. MASSIE, JR. , BRIAN N. CASEY, JAMES C. McCAA, III,

PATRICIA C. ARRIGHI, DONNA WHITE KEARNEY

RICHARD W. ZAHN, MARK B. KILDUFF

DOUGLAS E. PENNER, KEVIN D. SHARP

CHRISTOPHER J. WIEMKEN , JESSE F. NARRON

DAVID L. LITTEL, AMANDA R. KRONIN

MATTHEW P. MORKEN, Rzahn@laywal.com

July 20, 2001

VIA FACSIMILE -728-3505

James P. Bohnaker, Clerk

Hampton Circuit Court

P.O. Box 40

Courthouse Building

101 Kings Way Mall

Hampton, VA 23669-0040

Re: Joyce Patterson-Beggs, et al. v. Home Paramount Pest Control Companies, Inc. Law No. 97-37341

Dear Mr. Bohnaker:

Please Find enclosed a Motion for Sanctions which I ask that you have filed in regards to the above-referenced matter.

Thanking you for all of your courtesies, I remain

Sincerely yours,

Taylor & Walker, P.C.

Signature of Richard W. Zahn, Jr.

Rwz/dsb

Cc: Mrs Joyce Patterson-Beggs,

Mr. Richard Randazzo,

Ms. Pilar Gracia

Ghost Writing Evidence 66

[This Evidence shows Mr. Richard Zahn in Communication with

the Petitioner First Attorney as they agree to separate his case on false Information. When the Petitioner 1st Attorney has the True Information. Who had Evidence that Home Paramount Hired Sub- Contracts after the Signed the Petitioner 92053 Form that they have removed all rotten wood.]

TAYLOR &: WALKER, PC.

ATTORNEYS AT LAW

1300 FIRST VIRGINIA TOWER

555 MAIN STREET

POST OFFICE BOX 3490

NORFOLK, Virginia 23514

TELEPHONE 757-625-7300

TELEFAX 757-625-1504

J. DIANA L. WHITE

Administrator

WILLIAM C. WALKER, GERARD E. W. VOYER

James A. Gorry, III, James E. Veiden

JAMES E. BRYDGES, JR. ,JOHN FRANKLIN, III

BRIAN N. CASEY, JAMES C. McCAA, III

DONNA WHITE KEARNEY, RICHARD W. ZAHN

MARK B. KILDUFF, R. Temple Mayo

Bradford C. Jacob, Stephen B. Rotyalty

HAROLD E. BEIL, MARY MARGARET CALLAHAN LYONS

November 19, 1997

RFPLY TO: Norfolk

James M. Gallagher,

Esquire Post Office Box 8035

Virginia Beach, VA 23452

Re: Joyce P. Patterson-Beggs and Cornelius Bobbitt Patterson, an infant by Joyce P. Patterson-Beggs, his next friend v. Allied Brokers, Inc., Ann W. Pane, John Pane d\b\a Panco Service Co., Home Paramount Pest Control Companies, Inc., Shirley Marra and Carolyn Robinson At Law No. 97-36817

Dear Jim:

Please find enclosed an Order which I believe reflects the Court's ruling in the above-referenced matter. I am also enclosing a memorandum of the agreement between Home Paramount Pest Control Companies, Inc. and Wrightway for your review.

If the Order meets with your approval, I would ask that you please obtain the endorsement of the other counsel on November 24, and file it with the Court at that time. I would also ask that you please request the Court to send me a certified copy as I will not be present on November 24.

Please let me know if you have any questions.

With kind regards, I remain

Sincerely, Signature Richard W. Zahn
TAYLOR & WALKER, P.C.

RWZjr/dsb Enclosure

cc:

Bryan D.' Lytle, Esquire

Richard AtLee, Esquire

Mr. Tom Reynolds [Claim No. 34-49636]

Mr. John Kam

Ghost Writing Evidence 67, 68, 69

[This is the Second set of Evidence send for case 01-305 to

confuse the Virginia Supreme Court]

COMMONWEALTH OF VIRGINIA

In the Circuit Court of the City of Hampton

Joyce Patterson-Beggs

VS..

Allied Broker's Inc., et als.

Law #01-305 Part II

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Exhibits with Descriptive List- Plaintiff

Honorable Louis R. Lerner, judge

Ghost Writing Evidence 70

[This Show Home Paramount disrespect to the Petitioner

suffering and Great Disrespect for the Hampton City Government, because no work was perform beyond the December 4, deadline]

City of Hampton

November 15, 1996

Home Paramount Pest Control Company

Attention: Keith Johnson

703-A Gumlock Court

Newport News, VA 23606

Re: 312 S. Willard Ave. Hampton, VA 23664

Dear Mr. Johnson:

This letter is written as a follow up to our phone conversation on November 13, 1996.

Nothing has been done since we met at the above referenced property on October 4, 1996.

We feel you have been given sufficient amount of time to correct the work in the crawl space at the above referenced address and call for reinspection.

Please see that the work is completed and inspected by no

later than December 4, 1996 to avoid further legal action.

Respectfully, Signature David H. Langille

Senior Structural Inspector

Cc Steven I Shapiro, Director

Ghost Writing Evidence 71

Joyce Patterson-Beggs, pro se

Legal address 312 South Willard

Hampton Virginia

Phone No: 859-272-6026

Fax No: 859- 273-6196

Mailing Address

P.O. Box 12723

Lexington Kentucky 40583

Dear Mr. Brian D. Lytle

As I have previously explained to you, this unfairly style will only add confusion to this case at law no 97-368-17, for future counsel that will take over this case. I have researched through all legal paper's in this case and can't find where plaintiff infants after the separation August 7, 1998. Your letter dated, October 25, 2000, indicate that you not willing to make the necessary changes to the interrogatories or the Production of documents which you used the language of Plaintiffs along with not correcting the amount of the Ad Damnum of the increase the amount the Honorable Judge Ford Granted October 2, 2000.

This Ad Damnum of a 100,000,00 was to increase the amount

under Count to 162,000.00 that will take care of the lead paint that was never removed and the asbestos removable from the garage area, and additional mental suffering. It is in no way consistent with the Motion adding plaintiff infant. Than I will apply the necessary Motion to add the correct infant to the case at Law 97-36817, Plaintiff Alandus Marshall Patterson-Beggs and his next friends that broker his finger, because old machinery was not properly secured back to the garage wall by Panco that was hired by Allied Broker's Inc.

Finally, the phone bill of Plaintiff invoice matters of national security of military Location, inside the United States and Out. So Plaintiff Object and will file a Protected Order. Please Look at the dates that Judge Ford office have available for a hearing in this subject matter, that I sent you and have your secretary to call me as soon as possible to schedule a hearing date.

Sincerely

Signature Joyce Patterson-Beggs, Plaintiff,

PUBLISHER'S NOTE

PAGES 182-427 MISSING IN ORIGINAL DOCUMENT

Ghost Writing Evidence B

to Virginia Supreme Court Writ of Mandamus

First Draft of Writ of Certiorari to the Supreme Court in 2004

Including New Evidence of Structural Engineer After

Hurricane Isabel Destroyed Petitioner As Pro-se Home

September 18, 2003 & Abuse of Hampton

Clerk Office Late Listing of the Petitioner's Notice of Appeal in

2004

NO:

IN THE

SUPREME COURT OF THE UNITED STATES

Joyce Patterson-Beggs and Cornelius Bobbitt-Patterson,

Alandus Marshall Patterson-Beggs infants, by Joyce

Patterson-Beggs

his next friend,

. Vs.

Allied Broker's Inc. Ann Pane, Former Presidents of Allied

Broker's Inc/Agent/Owner Shirley Mara. Former - Seller

Realtor, Realtor of Allied Broker's Inc. Carolyn Roberson,

Former Buyer's Realtor of Allied Broker's Inc. and Corporate Council Brian D. Lytle John Pane, d/b/a Panco Service Co., Former Vice President/Agent/Owner of Allied Broker's Inc., and his Counsel Kathy Gear Owens State Farm General Insurance and agent James Fullen Home Paramount Pest Control Company Inc. and Council Mr. Richard Zahn

On Petition for Writ of Certiorari Virginia Supreme Court

PETITION FOR WRIT OF CERTIORARI

Joyce Patterson-Beggs
312 South Willard Ave. Hampton,
Virginia 23663 757-265-7784

Question Presented

1. Whether the Virginia Supreme Court Deprived a Pro' se Litigant a Fair Appeal Process in Violating Civil Procedure Best Evidence & Due Process of Laws of the Fourteen Amendment of United States. Constitution; causing fundamental and manifest constitutional error

2. Whether the Court System of Virginia Deprived a Pro' se Litigant of Due Process of Laws under the Fourteen Amendment prejudice the Pro'se in representing her children and self in a Civil Trial involving Defendants/Respondents Violations of the Statewide Building Codes, Fraud, Breach of Contract, Injuries to Infant Children that concealed the Factual Evidence of this case, an economic injuries, paying respondents legal bill as punishment Cruel and Unusual

3. Whether Defense Attorneys Deprived a Pro'se Litigant of her

Civil Right's by Civil Contempt, Conflict of Interest, under Tile 42 Section 1985 Conspiracy to interfere with Civil Right's, & Jurisdiction by using the Virginia 21 Day Evidence Law, for Criminal Case, unconstitutionally is this Civil Trial

TABLE OF AUTHORITIES CITED

Cases

1 Austin V. United States, 509 U.S. 602 (1993) p 14,21

2. Beggs V. Allied Broker's Inc. 02-6207 U.S. (2002)...p 11,19

3.Beggs V. Home Paramount 02-5307 U.S.(2002)... ... P 24

4. Brown v. the Board of Education. 347U.S. 483 (1954)..p 19,21

5. Dred Scott v. Sandford, 60 U. S. 393, (1856) .. 12,30

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8. Poe v. Ulman, 367 U.S. 497 (1961)....p 22

9. Quadros & Associates P.C. V. The City of Hampton Va. V. S.C. Record No. 032213 (2003)... ... ... up 24

10. Webb's Fabulous Pharmacies, Inc. V. Beckwith, 449 U. S. 155 (1980). .. .. .p 22

11. . Zablocki v. Redbait, 434 U. S. 374 (1978) ....p 16

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U. S. Constitution Fourteenth Amendment ..pages 15, 16, 17,

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Constitution: Eighth Amendment... ... ..Pages 23, 24, 25, 26,

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Federal Rule of Evidence Best.... ... ... Pages 1, 4, 13

Uniform Federal Rule of Civil Procedural

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and Appendix C

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B-2 Order From Virginia Supreme Court... . , ,Page 70

B-3 Motion for Rehearing En Banc..Page 71

APPENDIX" C "

3. Appendix (C)- Uniform Federal Rule of Civil Procedural

II, III, IV, V, VI, VIT., X Involved .,Page 80

IN THE SUPREME COURT OF UNITED STATES

Writ of Certiorari

The Petitioner respectfully prays that an, Writ of Certiorari issue to - review the judgments below:

LIST OF PARTY

All Party appear in the Caption of the Cover Page.

OPINION.S BELOW

The opinions of the Highest State Court (Virginia Supreme Court) to review case Record No: 040202 Denied by The Three udge

Panel of Virginia Supreme Court basted on Respondents, Letter, and Motion to Dismiss showing forth Fraud in the factum and Fraud in the

inducement whereas decision [not] based on law or fact [nor] true merits. Notice of Appeal were timely filed within Virginia 30 day legal sufficiency pursuant to the Federal Rule of Evidence II

Commencement of Action: Service of Process, Petitioner Notice of Appeal were "Hand delivered" on October, 16, 2003 From Oral Final Judgment of Lower Court October 16, 2003 an is unpublished & Lower Court Amended Final Order on October 28, 2003 Mail on time

1November 26, 2003 During the Thanksgiving Holiday,

a Copy appear of Proofs of Mailing A-1, Order A-1, Personal Letter A-3, Motion A-4 & A-5.

JIJRISDICTION

The date on which the highest State Court, being the Virginia Supreme Court in Record No: 040202 decided my ease April 8, 1004. A timely petition for rehearing was Mail April 16, 2004 and filed by the Virginia Court April 28, 2004. Pursuant to 8.01-675.2. Rehearing – The Supreme Court on the Petition of a party, shall rehear and review any case decide by such Court if one of the Justices who decides the case adversely to the petition certifies that in his opinion there is good cause for such . rehearing. However, a notice of a petition for rehearing shall be Filed as .provided by the Rules of Court and the petition for rehearing shall be . filed within thirty days after the entry of the judgment with the clerk, who shall note the day of such filing on the order Book. The Judgment resulting from any such rehearing shall be entered forthwith by the clerk who shall transmit a certified copy thereof to the clerk of the 2Court below, to be entered by him as provided by 8.01-685.) The Virginia Supreme Court denied Petition for Rehearing En .
Bane June 17, 2004 a copy of Rehearing Codes of Virginia B-1, Order B-2, Rehearing Motion B-3

Pursuant Virginia Court Rules 5 :20 arises only when a petition forappeal is refused by The Virginia Supreme Court and there is no action by court, by remand or otherwise. In testing the legal sufficiency, and analyzing [Virginia Court Rule 5:20], and analyzing the meaning of [othererwise] in said rule, shows:

The Three Judge Panel of the Virginia Supreme Court Error in quanttate decided their decision and opinion, and Order basted on Respondents Motion to Dismiss [not] knowing Motions contents were in Fraud in the factum. by Respondent Brian D. Lytle, [nor] Substantial clerical error of Lower Court Clerk Office failures to Record Notice of Appeal Mailed October 16, 2003 properly due to Legal Holiday that was mailed to their office November 27, 2003 with [no] action taken

until December 1., 2003 & December 3, 2003 along with Severe clerical error of Misplacing the first Notice of Appeal filed by hand October 16, 2003. Citing In the famous case of Pennoyer v.. Neff 95 3U.S. 715 (1878), "no State can exercise directjuris4iction and authority over persons or property without its territory.

Therefore, Pursuant to the Federal Rule of Civil Procedures in support of Article ill, with true copy's of U. S. Mailing in Appendix (A) and denial of Due Process of Laws to a Pro'se Litigant by the Virginia Supreme Court, Jurisdiction should be granted

Whereas, the, Jurisdiction of this Court is invoked under Article ill and 28 U. S. C. 1257(_),

Constitutional and Statutory Involved

U. S. Constitution Fourteenth Amendment -Due Process of Laws Section 1 Due Process of Laws & Procedural Due Process of Civil Laws Constitution: Eighth Amendment- Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Article I -Section 8 Uniform Act, The Statewide Buildings Code Act and Uniform Fraudulent Act-that Replaced the Uniform Fraudulent Act in 1918 Uniform.. Uniform Federal Rule of Evidence 1000-1004 Best Evidence

4Uniform Federal Rule of Civil Procedural fi, ill, N, V, VI, VU., XI

Title 28 Sec. 2073 Rules of Procedure and Evidence

The Civil Right's Act

Statement Of The Case

1. January 1, 1995 the Petitioners as Pro'se and children brought a beautiful White and Green Vase to place money in pursue to a long term goal on buying a Home. The Pro'se and Children are a Beautiful Proud) Black Family, Whom Received Awards from City, they move from and The Great Retired Senator Jesse Helms for their thousands of hours volunteering services/volunteer activisms. Petitioner as Pro'se

lacked any prior experience in the purchase, financing and ownership of real proper_ and advised Respondents Carolyn Robinson and Allied Brokers, Inc. of that fact.

2. Allied Brokers, Inc. and Carol Robinson subsequently caused

Petitioner as Pro'se to initiate a pre - qualification application with Mortgage Company, Collateral Mortgage, Ltd, that were Attached to the Summary Judgment October 16, 2004. Noting, AmeriSpec a Home Inspection Company hired by the Pro'se, were the only Inspector she know of:

3 Neither Petitioner as Pro se' nor "The Seller", were apprised by Respondents Allied Brokers, Ann W. Pane, 'Seller

Realtor Shirley Mara" 'Buyer Realtor Carolyn Robinson" of the scope of work by 4 . Other Inspections Company until on and after Closing.

4.Thereinafter, only enjoyed three days of Home Ownership due to unsound Structure, and bad workmanship of repairs, due to Respondents Violations of the Statewide Building Code thereby not obtaining a City Permit nor Inspection for the City of Hampton that reconstructed her home before closing date November 20, 1995

5.Respondents from Allied Broker's Inc and Ann Pane whom were hired by "The Seller a Senior Citizen" to hire Companies to Reconstruct her home for the Buyer before Closing date clearly acted as General Contractors.

6. Respondents Allied Broker's Inc. and Ann Pane promised The Pro'se that her home would be like new, during the many months of construction, July 1997 The Pro'se Litigant filed at Complaint with the Local Broad of Realtor Association, concerns of the Safety of her Children and the Condition of her home, that resulted of her oldest child falling throw rotten steps, interring the kitchen from back yard, July 16, 1996 suffering [no] broken bones, on or around

July 29, 1996, The Pro'sc called HOD with her concerns, and was told by HOD to call the City of Hampton Code Compliance Department, and find out which Inspector passed Construction work of the Property, due to the fact HUD had a signed 92053 HOD, Signed by Respondent Home Paramount Pest Control Company that all rotten wood was removed from "The Property".

7. Respondent Home Paramount Pest Control Inc. Moisture Report that showing thereinby, wood destroying insect infestation finding of pervasive infestation of the Property by powder post beetles and wood bores and recites, signed and inspected by Todd -Anderson of "Home Paramount" Dated 10/27/199S before thy hired Sub Contractor Wrightway Enterprises, stating that said Respondent removed all rotten wood and made repairs to Kitchen area, Front Porch, Facia Boards on exterior a HOD 920S3 Form Required by law. And their Contract Called 7 the Construction Division Proposal" leaving off with 5th page of said Contract Graft Drawing showing Bathroom as Infants son Bedroom.. Showing a Contract by Sub Contractor they hire After sign the HUD 92053 Form on November 1, 1995

8. Mr. Robert Burns Former Chief Inspector of Hampton Code Compliance Department searched the records, and called The Pro'se: Reporting No Permits nor Inspections was on the records, and requested information of. all Companies that Reconstructed "The Property" before Closing.

9. The City of Hampton send forth, Violation of the, Statewide Building Code and failure to obtain a City Inspection at all Respondents business locations that reconstructed the property before closing November 20, 1995. Respondent "Home Paramount" received Sanctions February 3, 1998 from the Commonwealth of Virginia Board for Contractors" tiled by The Pro'se in 1997 Case No 97-02348, noting The Pro'se first attorney notes forth communication Home Paramount Regional Manager Mr. Tom Jenkins of Home Paramount And Respondents Richard Zahn, a violation of laws of Virginia. 10. The Respondent Ann W. Pane of Allied Broker' Inc., & also received Sanctions From The Commonwealth of Virginia Real Estate Board March 25, 1999 Record No: 990291-97-02495.

11. All Respondents" Home Paramount", Allied Broker's Inc, et al, paid their State Sanctions" although never tried to

correct unsafe and structural dangers or passed a Hampton City Inspection of "The Property" leaving it to decay for Seven Years.

12. August 16, 1996 The Pro'se infant son Alandus " injured himself on old wood cutting machinery left unsecured in the Garage, Cutting his finger in halt: held together by a than layer of skin., being the Construction Responsibility/ Liability of Respondents Allied Broker's Inc. and John Pane/agent Nice President Construction Work Area, Doctor Report and Surgery to join finger back together was attached to Amended Motion for Judgment, with other document

13. One June 21, 2001 the Pro'se Second Infant Petitioner Cornelius, fell, Throw Rotten wood walking out of his bedroom, breaking a bone in fool Military lit Ex ray showed Fractures of [Bone) completely broker in half leaning learning to the ,left of his large toes displaying Major Trauma and Bleeding of Broken Blood vessels, Ligaments, and 9had to spot the bleeding on the out-side of skin. This infant was 12 years old, a football star, and just begin to preach, helping the family Pastor. The Pro'se moved her children out of the home, and stayed at the local salvation Army, until her

Husband next Assignment in Lexington Kentucky, in which they lived, with both the Pro' se and her husband traveled between Homes.

14. . The 1st X-Ray became missing from 1st Attorney Office, which she gave. At trial the Pro'se had to use his 2nd X-Ray after her infant son bone was set back in place. Most people in a Military Town. know the Military only make onset of X-Ray, and feel destroying of the 1st X-Ray were Action of Estoppel By Negligence, noting that her 1st Attorney has duty to protect her Evidence.

15 . Petitioner as Pro'se first Attorney she hired 1997, left off her second infants Petitioner Alandus injuries, Stating . that his injuries would confuses the case [giving Respondent State Farm General Insurance the needed tools to Avoid Liability after their investigation in bad faith that ended in 1998, receiving 360 pages from her First Attorney with Factual Evidence of Malicious Mischief on behalf of it's Insurer as Stated in case 01 305 Motion for Judgment] this Discovery were also giving to Respondent Brain D. Lytle and His clients Allied Broker's Inc et ale April 1998.

16. Respondent State Farm General Insurance Inc. canceled

Petitioner as Pro'se Homeowner Insurance in 1998 for [no] Reason [or] .explanation (hereinafter "State Farm").

17. More Importantly, both the Pro' se litigant and Respondent Allied Broker's Inc. both shared the Same agent Mr. James Fullen from "State Farm". Petitioner as Pro'se were unaware of this Respondent "State Farm" investigation in Bad Faith, [nor] 360 pages of documents, only receiving Interrogatories on June 1, 1998, Propounded by Allied Broker's Inc. et al, with no information about Production of Documents [nor] Knowledge of Stat Farm Investigation Attorney, until taken over these cases in August 10, 2000 picking up her legal files January 9, 2001 from Attorney Office.

18. These 360 documents were destroyed in the lower court November 11, 2001 [Citing Beggs vs: Allied Broker's Inc. et al U. S. 02-6207, (2002) pp. 8, 9], although this Civil Extraordinary Writ of Habeas Corpus, that were denied, could become future, judicial adjudication exercised by state, & federal, Appeal Courts addressing Severe Constitutionals violations in Civil Cases if the Fourteen Amendment is continuously Violated by the Court Systems, [or] through

Actions taken by the U. S. Congress to Amend The Habeas Corpus to cover Civil Cases to prevent these types of Civil Terrorism, that violate Civil Right's, and Liberties, that deny Jurisdiction, Deprivation of life, liberty, and property, creating the results of Dred Scott,'v. Sandford, 60 U.S. 393, (1856). leaving U.S. citizen in legal
jeopardy in civil cases.

19. Moreover, asserting the legal jeopardy The Pro'se suffered when Hurricane Isabel that destroyed her home September 18, 2003 where lower court Judgment quod billa cassetur, supported by Motions in Suppressio Veri by Officers of the Courts effected mortgage holder
Insurance finding of unsound structure, with rotten wood giving the Pro'se family only $5,600.00 to Reconstruct, with damages over 100,000, 00 to save the "The Property and it's History" of t The Late Mr. Kirkpatrick whom used skills learned from Slavery to build this
12 beautiful small home, enjoying the American Dream with Great Freedom, with his own hands, with great craftsmanship in 1903], in which this report [were before] the Three Judge Panel of the Virginia. Supreme Court, as true evidence that

lower court Orders were plainly

wrong, Violation the Federal Rule of Evidence.-1000-10004

20. Therefore, [Forcing] the Pro'se to learn to Construction and Construct her own Home by pulling Required Permits, an Inspections require by law in compliances Uniform Act of Congress Pursuant Article It section 8 – Statewide Building Laws, which continue to depriving the Pro'se Litigant her of her Motherhood, and suffering of her family, reliving homelessness due to Unsound Structure and rotten Structure being the only Home in her Neighborhood Condemned by the City of Hampton suffering Damages ftom Hurricane Isabel September 18, 1003, in which Petitioners evacuated that where mandatory by Governor Mark Warner of Virginia in which President Bush Proclaimed as State of Emergency whom the Petitioners were directly affect, cited in her Motions in Reply of Respondent Brain D. Lytle Personal Letter in violation of the Uniform Fraudulent Transfer act, along with Respondents Motion to Dismiss before the Three Judge Panel of the Virginia Supreme Court.

21. The Pro'se Litigant was able to .save her Historical Home, by hard work an studying Construction Books, and learning

from Hampton City Code Inspectors, passing. needed Inspection to remove her Home from City Condemn List April 1, 2004, with much more Construction to complete before a Final Inspection this present Day.

22. The Seller has suffered two heart attacks attending investigations by Virginia Occupation and Regulation Department, and also testified as a witness against Respondent "Home Paramount" in Trail that started April 24, 2001, with Final Order on June 19, 2001, where The Pro'se Key Videotape .Evidence from 1997 were destroyed i in Court custody, between trial dates, which end in a Miscarriage of Justice [citing Austin V. United States, 509 u.s. 602 (1993)]

23. Most Importantly, Respondents "Home Paramount" and Respondent Richard Zahn unconstitutional used of the "Virginia 21 day Evidence Law' which govern over Criminal Case Evidence, and which the lower court accepted to denied the Prose Jurisdiction to view [Videotape Evidence], that were tampered in-between trail dates, should be rule unconstitutional used in a Civil Trial. Noting that if Said U. S. Supreme Court finds Said Rule of Evidence used in

Criminal Case Completely Unconstitutional that notification should be made on the Attorney General of Virginia.

24. Petitioner as Pro'se Motions October 16, 2003 for Civil Contempt Pleading both in oral and supported by her Motion and attachments, Pursuant to Virginia Court Rules 8.01-6 &; 8.01-7 to add said Respondent Home Paramount &; State Farm back to the case 97-36817 were denied by both Lower Court, &; Virginia Supreme, denying The Pro'se Due Process of Laws. A violation of Article 1 Section 8, of Uniform Rules by U.S. Congress Federal Rules of Civil Procedural in adding Party to obtain the IV. PARTIES Rule 19 (a) Persons to be Joined if Feasible Ends of Justice.

Reasons For Granting! The Writ

25. This case presents an honest and actual antagonistic assertion of The Pro'se Rights being violated under the Fourteen Amendment, when any Court bases their decisions on Attorneys Motions alone takes the Form of an Affidavit, involving Pro'se litigants whom are not members of the State Bar, therefore study as our Founding Father learning law, byway of apprenticeship to represent themselves and/or their Infant children. Citing Zablocki v.

Redbait, 434 U. S. 374 (1978) under equal protections where Justice Stewart and Powell found the due process clause to be violated.

26. The Evidentiary Rule The Pro'se had to proves to The Three Judge Panel of the Virginia Supreme Court in response to Respondent Brian D. Lytle Prejudice Letter stating her Notice of Appeal were [not] timely filed in the lower, and Respondents Allied Broker Inc. et al
Motions to Dismiss in Suppressio Veri. [were to prove her Notice of Appeal [was] timely filed in the lower Court, mailed to Respondent Brian D. Lytle and his clients Respondents this case].

27. The Pro'se Litigant produced the original U. S. Mail Receipt sent to the lower Court and U. S. Mail tracking Copy's, sent to Respondents Brain D. Lytle & Allied Broker's Inc. et al, to stop the Cancerous Conspiracy by said Respondents, Fraud in the inducement of many years.

28. The Pro'se provide, many forms of Prima Facie Evidence, Critical evidence Supported by Virginia Supreme Court Rules and Virginia Codes.

29. The Judge Panel of the Virginia Supreme Court deprived

the Pro'se Litigant of Federal Rule of Civil Procedure Rule 6 (a) Computation of Time Showing forth the Pro'se Notice of Appeal was filed on time in the lower court from [nor] Best Evidence Rule of Evidence, Or It's Own Rules. Denying The Pro'se Litigant Due Process of Laws Under the Fourteen Amendment of the United States Constitution.

30. Moreover, the this Federal Rule of Civil Procedural [was not follow] pursuant to Respondent Kathy Gear Owens expert meeting with lower court Judge, before an after Motion Hearing on October 16, 2003, that ended with Lower Court Denying all the Pro'se Motion, in which the Pro'se delivered by hand her Objections and Notice of Appeal on October 16, 2003 destroyed by lower Court. Respondent Kathy Gear Owens did not respond to the Pro'se Petition for Appeal in the Virginia" which separated her clients in bad faith.

31. A Violation of, Federal Rules of Civil Procedure Rule 77. District Courts and Clerks (b) Trials and Hearings; Orders in Chambers, Whom Brother Tom Gear Crossed Over to the Pro'se Litigant Republican Party as he become a member of the Daily Press Forum, where the Pro'se served as a Member being the only way Communicate with Citizens other Home

Town of Hampton From Lexington Kentucky, becoming involved with the, Pro'se Life at the same time his sister Respondent Kathy Gear Owens joined the Allied Broker's Defense Team thereinby, all Respondents and their Counsel had knowledge of the fact that the Pro'se Litigant is Black Republican Protected under a Federal Battered Woman Protection Order..

32. Due Process of Laws, Fundamental fairness, Federal Rules of Civil Procedure, Violation Continued due to their Friendship for Respondents Attorneys Kathy Gear Owens a Former Substitute Judge of the Lower /Brian D. Lytle! Richard Zahn, with (no) concern of their Clients Violations of the State wide Building Code,

33. The Virginia Supreme Court relied _n argume_ts made by Respondents Motion to Dismiss, using the same system that prejudice the Pro se Litigant through out the seven year history of these Complex Cases that Matured from the Lower Court case No: 97--36817, by [not] giving the Best Evidence, Rule to the Pro'se litigant under of the Federal Rules ,of Evidence to carry the weight of evidence over Respondents Motion, that takes the form of an Affidavit of

Officer's of the Court.

34.Respondents Brain D. Lytle, Richard Zahn, State Farm, State Farm Agents interfered with Petitioner as Pro'se (Small Firm) Citing, Beggs V. Allied Broker' Inc, U. S. 02 6207 (2002) a clear violation Due Process of law, Citing Brown v. the Board of Education. 347U.S. 483(1954), leaving a Pro' se litigant of Middle Income Status, to suffer financially paYing over $25,000.00 in legal fee, Paying $600.00 in rent and mortgage $560.00 a month, to keep her children safe, due to home with unsound structure, wiUt no resolve. with no trial date' set with First Attorney

35. These Actions caused Pro'se Second Attorney to cancel trail he set with the lower court, as he Proponed Discovery on their behalf Respondents Motion to Dismiss, using the same system that prejudice the Pro se Litigant through out the seven year history of these Complex Cases that Matured from the Lower Court case No: 97-36817, by [not] giving the Best Evidence. Rule to the Pro'se litigant under of the Federal Rules .ofEvidence to carry the weight of evidence over Respondents Motion, that takes the form of an Affidavit of Officer's of the Court.

36. Three Judge Panel of the Virginia Supreme Court. Relied and Believe Officer of the Court, Respondents Brian D. Lytle Letter, and his Clients Motion to Dismiss of Allied Broker's Inc et ale causing a invited erroneous prejudices, [disabling] Virginia Supreme Court to reverse Lower Court judgment, adding to the [Manifest], Constitutional Error of the Virginia Supreme Court Depriving a Pro'se Litigant a fair Appeal Process, and Depriving the Pro'se Litigant 30 days Rehearing keeping their decision from the Full attention of the Virginia Supreme Court, can be viewed as [Cruel] under the Eight Amendment..

37. In Austin v. United States, 509 U.S. 602 (1993), the Court noted that the application of the excessive fines clause to civil forfeiture did not depend on whether it was a civil or criminal procedure, but rather on whether the forfeiture could be seen as punishment.

38. Due process of law is a process which, must following the forms of law, an is appropriate to the case and just to the parties affected, [Citing Brown v. the Board of Education. 347U.S. 483(1954). It must be pursued in the ordinary mode prescribed by law; it must be adapted to the end to be

attained], to add all responsible parties
whenever necessary to preserves liberty and justice with fairness. [Citing Webb's Fabulous Pharmacies, Inc. V. Beckwith, 449 U. S. 155 (1980) was deprived of the five and fourteen amendment and, which derives from the Uniform Commercial Code]. These Uniform Acts of Congress Under Article I section 8 must be fol lowed, especially the
Uniform Statewide Building Codes that insure safety to all Americans.

39. The Lower Court System fail to give sufficient true analysis of legal events, under the [Federal Rules of Civil Procedural Rule 79. Books and Records Kept by the Clerk and Entries Therein (a) Civil Docket]..Same as Virginia Statutes to operate it daily business, did in fact prejudice the Pro'se, [however] 40. Unlike the case of [Poe v. Ulman, 367 U.S. 497 (1961) where the Connecticut State Supreme along .with this U. S. Supreme Court founding said case unfit for adjudication due to the Absents of Due
Process violation], the "Three Judge Panel of Virginia Supreme Court" had a valid case of a Pro'se Litigant being denied Due Process of laws, supported by facts before them,

along with evidence of Civil Contempt, and Conflict of Interest, well established in the Notice of Appeal, along with Report a from Mortgage Company Finding of Facts after Hurricane Isabel destroyed her home September 18, 2003 inspection show forth plain errors of the lower Court, especially when lower Court [did not] review the Pro'se evidence of her home, or Videotape Evidence showU1g forth Mortgage Inspection finding were the same as Videotape Evidence made in 1997, along with fact that showed forth, the lower were plainly wrong Ordering The Pro'se to Respondents

legal fees were all denied by thc Three Judge Panel..

41. ,By the U. S. Supreme Court granting this Petition for a Writ of Certiorari in this case will clarify action of [Unusual Treatment] under the Eight Amendment, Citing [Harmelin v. Michigan, 501 U.S. 957, 994 -9S (1991) quoting "severe, mandatory penalties may be cruel, but they are not unusual in the Constitutional sense].

42. However, the Three Judge Panel of the Virginia Supreme Court Denied State Farm General Insurance Company Motion for Sanctions, in their Motion to Dismiss, however, did not

overturn the lower decision sanction for the Pro'se Litigant to pay Respondents legal fees, an can be viewed as [Unusual] under the Eight Amendment.

43'. This case present an honest and actual antagonistic assertion of rights depriving a Pro'se Litigant Due process of Laws, Fundamental ' Fairness, that cases Cruel and Unusual Punishment, when the Highest State Court Rely on information from the lower court clerks office,

Which the Pro' se finding it to be in Violation Under Article m, for violating the Federal Rule of Civil Procedure citing Beggs v Home Paramount U.S.6307 (2002) giving this United States Supreme Court full power to exercise &. address Constitutional Violations cited in this Petition for Writ of Certiorari.

44.Especially, when The Virginia Supreme Court Three Judge Panel, had another Case appealed From Same Judge of the lower Court, before them at the same time involving his ruling in another Summary Judgment Motion and Contract Law [Citing Quadros & Associates P.C. V. The City of Hampton Record No. 032213 Va., (2004)] showed forth this same Judge from the Lower Court Understanding of Contract Law, and

Summary Judgment, Denying the Pro'se Litigant Summary Judgment and Sustaining Respondents Allied Broker's Inc. Motion of Judgment in Error, and deprive the . Petitioners their Constitutional /Civil Right by wishing not to view the Pro'se Litigant evidence of the Facts, showing forth this same Patterning of abuses of Due Process of Laws violation in September 19, 2001 when Lower court replaced fraudulent Insurance documents filed by Respondent "State Farm" by way of Affidavit, replacing them with her Originals Documents in support of her Motion for Obstruction of Justice, and denying her Motion, and marking Respondent Brian D. Lytle Absence when he fail to appear on this same date.

45. It is legitimately the last resort, of this United States Supreme Court to determined the Conditional issues of Cruel. and Unusual Treatment when any Officer of the Court that Misuses their position in Suppressed; Veri to Prejudice any Citizen of the United States involved in litigation or creating or signing their own Court Order: like in this case when Respondent Brian d Lytle on March 19, 2001 stated to The Retiring Judge Ford "He did not receive discovery

from the Pro'se, causing the Retiring Judge to leave the Court Room with out ruling, leaving the Ruling of the Motion to New Judge. Officer of the Court Respondent Brian D. Lytle took advantage of the Lower Court by writing and signing his own Court Order, blocking The Pro'se from receiving Discovery from his clients Respondent Allied Broker's Inc. et al.., knowing that his statement was untrue, in act of Suppressed Veri of the true facts, and adding sanctions, and arguing to the Lower court to sign his Own written Order October 16, 2003 with "his actions of
fraud in the inducement ". And said order were signed by lower court based on his Oral Motion October 16, 2003 from Motion held March 19, 2001 years later, causing an action of Cruel and Unusual an Due Process of Laws violation.
46. The Three Judge Panel Denied Conflict of Interest against Attorney Kathy Gear Owens, over looking her Key Expert Witness/Appraiser Mr. Gary Powell, from Powell Reality & Appraisers Hired by The Pro'se, Mortgage Company to appraised her Home November 20 1995 giving Campaign Contributions to her Brother Del. Tom Gear a member of Virginia General Assembly. The last Judge to review this case

on it true. merits in fact and law was Retired Chief Judge Ford was Under the Retired Chief Justice Ford from the Hampton Circuit Court October 2, 2000 Whom Granted The Pro'se Motion to Increase Ad damnum in the Case of Allied Broker Inc. et al. cane No 97-36817 to. Increase Under Count n Under Breach of Contract to $100,000.00 for Fail to Pass Hampton City Inspection_failure to Remove Asbestos From Garage.

47. Bring the Count I For Allied Broker's Inc. et al to $100,000.00 for Fraud, Count n Punitive Damages to $100,000.00 Count ill Breach of Contract to $100,000.00, of Record No 97 36817. This Motion held on October 2, 2000. Respondent Brian D. Lytle. Recording of Court Order were written in Suppressio Veri, of the lower Court Order of Motion Hearing, as to why shc Motion October 16,2003 to Quash.

48. Also on October 2, 2000 same day Under the Retired Chief Judge Increased Ad damnum Clause of Home Paramount Pest Control Inc. to $600,000.00 under Count I for Breach of Contract in volitions to the State Wide Building Code, Financial Suffering of the Pro'se Family Paying Rent

and Mortgage because Home was unsafe, and
failure of said Respondent to Pass Hampton City Inspection, & $300,000.00 Under Count n for Infant Son Injuries as he was under going Reconstructions Surgery to Foot From Injuries received June 21, 1997. March 27, 200 1 Case 01-305 Count I Under Allied Broker's Inc. et al for Infant son injuries $100,000.00 Count II Bad Faith on Behalf of State Farm General Insurance Company $100.00 a day and
Count ill Punitive Damage of $1,000,000.00 Qui Tam Action to give to Charities that Helped the Prose Family whom Middle Income Static Prevented them from Qualifying for Public Assistance.

49. Published in the Lower Court, However Lower Court have this Case 0 301-5 That was Amend in Name Only by Respondent State Farm Motion to Quash From State Farm Insurance Companies [to] State Farm General Insurance Company, in which the Lower Court Deprived them of Attachments of the first Motion of Judgment

50. June 28 200_, Lower Court Clerk Office listed this case as an Automobile Accident, leaving the Pro'se Litigant, to believe this incorrect posting by the Lower Court Clerk Office,

may have something to do with her Strange work injuries, and were [Denied Treatment] because her Company believed she was in an Automobile Accident. Forcing the Pro'se to pay for her Treatments in 2001, supported by Respondent Brian D. Lytle interference with her Work
Place. As President of the Virginia Association of Realtors, an Insurances Specialist, Real estate Attorney, Respondent Brian D. Lytle, had a Professional Responsibility to' the State of Virginia, it's Citizens and to the Virginia State Bar [not] to Inflict Fraud in the Inducement, or Violate Uniform acts of Congress; or the Civil Right's of the Petitioners, Actions of Suppressio Veri, Action of Estoppels, as he realized the Pro'se Litigant whom suffered From Complex Dyslexia,
could learned the ability to interpret that laws, and analyzed Facts, whereas causing the Court System of Virginia to giving False Weight to legal decisions in these pending cases.
51. Moreover on January 9, 2001 the Retired Judge sustained the Pro' se Motions to Add Infant Alandus Injures by Separate Motion of Judgment. Respondent Brian D. Lytle, Recording of Lower Court Order's were written in Suppressio Veri, of the lower Court Record, on Order's or Sustaining same of the

Pro'se Motion's were not apart of Court Record, beginning Action of Estoppel, Fraud in the inducement

52. By the U.S. Supreme Court granting this writ, will bring about Constitutional safeguards for Pro'se Litigants whom are not license with State Bar, giving them an Opportunity to be heard, by state and federal Court in which distinguish, fundamental fairness, and Due Process to determined upon it's own "independent Judgment both law and fact, supported by the Best Evidence Rule Evidence Rule, which [were not] giving to The Pro'se by the three Judge Panel of the Virginia Supreme Court. Especially, in these cases when a Court System denied a Pro'se litigant Attachments, Medical Records, Discovery, Factual Evidence that supply all the elements and requirements for Constructive Fraud, Bad Faith, Personal Injuries, Breach of Contract, Best Evidence in Motions/Summary Judgment, Appeals, and Jurisdiction Violations of Blocking Records From Virginia Supreme Court by setting said case for trial leaving the Petitioners feeling no different than Dred Scott and his family Citing [Dred Scott v. Sandford, 60 U.S. 393, (1856)] is reason to Grant said Writ.

Conclusion

Therefore, Petition for Writ of Certiorari should be granted.

APPENDIX A – I

ALL Forms of Proof of Mailing November 16, 1003 From

Lower Court Final Order

United States Postal Service Track & Confirm Shipment

Derails You enter ER 484023494US

Your Item was delivered at 10:47 am on December 01, 2003

in Hampton. The Item was signed for by P. Panky.

Here is what Happen earlier:

Notice Left, November 27, 2003, 8:34 am HAMPTON VA. 23669

Arrival at united, November 27, 2003, 8:26 am, HAMPTON VA.

23670

EnRoute, November 27, 2003, 6:16 am, NORFOLK VA. 23519

EnRoute, November 28, 2003, 10:19 pm, HAMPTON

Acceptance, November 28, 2003, 4:24 pm HAMPTON

Notification Options

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ER 484023494US Express Mail Customer Copy

Zipe Code 23669 Date 11-26- 03

4:24 P.M. Price 17.85

.13oz total price 17.85

From Joyce Patterson-Beggs

312 South Willard Ave.

Hampton Va. 23663

To: Hampton Circuit Court

101 Kings Way Mall

Hampton Va. 23669

Seal of U.S. Mail Nov. 26,2003

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U. S. Postal Service

Certified Mail Receipt

Domestic mail only No Insurance Coverage provided

For delivery information visit website at ??.

NewPort News Va. 23601

Postage ,37

Certified fee 2.30 return recipte fee

Endorsement required 0.00

Total 4.42

Brain D. Lytle 926 G J Clyde Boulevard

Newport News, Va. 23601

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United States Postal Service

Track a Confirm

Shipment Details You enter 7002 2030 0000 2807 3023

Your Item was deviled at 9:47 am December 10, 2003 In NEWPORT NEWS, Va. 23601

Here is what Happened earlier: Acceptance, November 26, 2003, 4:37 pm HAMPTON VA. 23669

Notification Options

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Appendix A-2

Virginia Supreme Court Order April 8, 2004

Virginia

In the Supreme Court of Virginia held in the Supreme Court Building in the City of Richmond Thursday the 8th day of April, 2004

Joyce Patterson-Beggs, Appellant,

Against Record No. 040202 Circuit Court No. L97-36817

Allied Broker's Inc. , et at..,

Appellees

From the Circuit Court of the City of Hampton

On February 17 and March 1, 2004 came the appellees, by counsel, and filed motions to dismiss the petition for appeal in this case. Thereupon came the appellant and filed responses thereto.

Upon consideration whereof, the motions are granted and the Court dismisses the petition for appeal filed in the above-styled case for failure to timely file the notice of appeal. Rule 5::9(A)

On further consideration whereof, appellee State Farm's request for costs and sanctions is denied.

A Copy, "SJ Deputy Clerk Edward" ... -

APPENDIX A-3 Respondent Brian D. Lytle Letter to Virginia Supreme Court

Lytle Law Integrity. Experience. Results.

BRIAN D. LYTLE

AMANDA A. SMITH

THOMAS S. LIVERMAN

MICHELLE GAY PETERS

February 2, 2004

Clerk

Supreme Court of Virginia

100 North 9TH Street, 5TH Floor Richmond, VIRGINIA 23219

Re: Joyce Patterson-Beggs, et al v. Allied Brokers, et al

. Potential Appeal from the Circuit for the City of Hampton, Virginia

Dear Madam Clerk:

I recently received a copy of Joyce Patterson-Beggs' Petition for

Appeal in several consolidated cases. I represent the individuals named

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as defendants in the Hampton Circuit Court action Law No. 36517 and the case was dismissed against my clients several, months ago. Upon Checking with the Hampton Circuit Court Clerk's office, we were told

that no timely notice .of appeal had been filed I would respectfully ask you to check your records to determine whether a timely notice is shown to he filed, and if not, I will move the court to dismiss the appeal. If the court (or your office) does not act on those. matters sua

sponte then please advise.

Please do not hesitate to call or write if you have any questions.

Sincerely, "S/_____" BDL; MPS CC;

Mrs. Joyce Patterson-Beggs

Lytle Law, a Professional Corporation

1180 Canon Boulevard, Suite 200. Newport New, Virginia 23606

Telephone (757) 595 5655. Facsimile (757) 595-4262

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APPENDIX A 4 Motion to Strike Respondent Brain D. Lytle Letter TO HONORABLE CLERKS And THE HONORABLE CHIEF JUSTICE AND JUSTICES OF THE SUPREME COURT OF VIRGINIA: Joyce Patterson-Beggs and Cornelius Bobbitt-Patterson, an infant by Joyce Patterson-Beggs and Alandus Marshall - Patterson-Beggs An infant, by Joyce P. Patterson-Beggs, his next friend

Vs

Allied Broker's. Inc.

Allied Broker's inc. Corporate Council - Brian D. Lytle

Ann Pane, Former Presidents of Allied Broker's .Inc.

agent/Owner John W. Pane d/b/a Panco Service Co. Former

Vice President/Agent of Allied Brokers Inc. (Allied Brokers inc New Owner and President and Kathy Gear Owens Shirley Mara Former Seller Realtor of Allied Broker's Inc.
Carolyn Robinson, Former Buyers Realtor of Allied Broker's Inc. , State Farm Insurance , Home paramount pest Control Inc. Home Paramount Pest Control Council Mr. Richard Zahn

MOTION TO STRIKE

Comes Now, the Petitioner as Pro'se to Move this Court to Strike the Letter of Allied Broker's Inc. Corporate Mr. Brian D. Lytle on

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the Following Grounds:

1. On February 2, 2004 the Hampton Circuit Court Granted the Petitioner as Pro'se Motion to Conceal Allied Broker's Inc. Praecipe By Kathy Gear Owens, in which this Praecipe shows forth the Hampton Circuit Court Records as Brain D. Lytle as President of Allied Broker's Inc. John Pane of Pan co only Attorney of Record, until a Ruling from the is made in theses Complex Case that all Matured From this case At Law 97--36817.

(Attachments 1 enclosed)

2. November 26, 2003, the Petitioner as Pro. Se mail a timely. Petition for appeal along with Court fees, due to early closing of the Hampton Circuit Court, and the Virginia Supreme Court and the Virginia General Assembly bas Recognized the importance of Holiday closing to insure fundamental Fair of timely mailed by enacting Virginia Court Rules and Virginia Codes such as:

(attachment 2 enclosed)

a. 1-15.1. Notice by certified mail equivalent to notice by registered

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mail.

Whenever in the Code of Virginia any mail or notice is required to be sent by registered mail, it shall constitute compliance with any such section if such mail or notice is sent by certified mail.

(1956, c. 647.)

b. 1-13.27. Sundays and holidays.

When a court is directed to be held, or any other proceeding directed by law to take place, on a particular day of a

month, .if that day happens to be Sunday, or any legal holiday within the meaning of §the court shall be held or the proceeding take place on the next day which is neither Sunday nor such legal holiday. And when a law authorizes a court, or the proceedings of an officer, to be adjourned from day to day, an adjournment to the next day which is neither Sunday nor such legal holiday shall be legal. (Code 1919, § 5; Code 1950, § 1-13; 1950, p. 23; 1962, c. 104.)

c. 1-13.3. Computation of time.

When a statute or rule of court requires a notice to be given, or any Other act to be done, a certain time before any motion or proceeding, there must be that time, exclusive of the day for such motion or proceeding, but the day on which such notice is given, or such act is

.done, may be counted as part of the time; but when a statute or rule of court requires a notice to be given or any other act to be done within a certain time after any event or judgment, that time shall be allowed in addition to the day on which the event or judgment occurred. (Code 1919, § 5; 1932, p. 24; Code 1950, § 1-13; 1950, p. 21; 1987,

c.92.)

d. 1-13.3:1. When acts may be done in judicial proceedings where last day falls on Saturday, Sunday, legal holiday or day on which clerks' offices are closed.

When the last day fixed by statute, or by rule of the Supreme Court of Virginia for the commencement of any proceeding, for any paper to be served, delivered or filed, or for any other act to be done in the course of judicial proceedings falls on a Saturday, Sunday, legal holiday, or any day on which the clerk's office is closed as authorized by statute, the proceeding may be commenced, the paper may be served, delivered or filed and the act may be done on the next day that is not a Saturday, Sunday or legal holiday, or day on which the clerk's office is closed as authorized by statute. (1962, c. 284; 1977, c. 93; 1986, c. 166.)

. e. 17.1-21 S. Process book.

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The clerk of a circuit court shall keep a process book or file or, in lieu thereof, an automated system which the clerk shall enter every such process, order or decree, showing its

nature, date, return day and the person to whom, and the time when, it was delivered, or, if it was mailed, the time thereof and the- person to whom it was addressed.

From any officer, to whom there is such delivery, the clerk shall talie a receipt in the process book or file or enter the receipt on the automated system. (Code 1919, § 3403, § 17-5 1; 1946, p. 54; 1989, c. 137; 1998, c. 872.),

f. 2.2-3300. Legal holidays.

It is the policy of the Commonwealth to fix and set aside certain days in the calendar year as legal holidays for the people of Virginia. In each year, the following days are designated as legal holidays: November 11 Veterans Day to honor all persons who served in the Armed Forces of Virginia and the United States in the following wars and engagements and otherwise: Indian Uprising (1622), French and Indian Wars (1754-1763), Revolutionary War (1775-1783), War of 1812

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(1812-1815), Mexican War (1846 1848), War Between the States (1861-1865), Spanish American War (1898), World War I (1917-1918), World War IT (1941-1945), Korean War (1950-

1953), Vietnam War (1965 -1973), and Operation Desert Shield-Desert Storm (1990-1991).

The fourth Thursday in November and the Friday next following Thanksgiving Day to honor and give thanks in each person's own manner for the blessings bestowed upon the people of Virginia and honoring the first Thanksgiving in 1619. Whenever any of such days falls on Saturday, the Friday next preceding such day, or whenever any of such days falls on Sunday, the Monday next following such day, and any day so appointed by the Governor of the Commonwealth or the President of the United States, shall be a legal holiday as to the transaction of all business. Code 1950, § 2-19; 1954, c. 328; 1958, c. 167; 1966, c. 677, § 2.1-21; 1970, c. 682; 1972, c. 114; 1973, c. 421;

1978,c. 7; 1982,_.325; 1984,c.671; 1989,c. 190; 1992,c.622;

1993, cc.177,872;2000,cc.392,4S4;2001,c.844.»

3. On October 16, 2003 the Petitioner as Pro'se at the close of all evidence of the entire case of97-36817 and all cases that matured form

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it showing forth fraudulent actions used to separate

themselves by 'incomplete Contracts, fraud, Civil Contempt, Interfering with Petitioner First Attorney, Conflict of interest, and major sever Administration violations of the Hampton Circuit Court daily operations, and tiled Pleading of objections and notice of appeal October 16, 2003 that was reported missing by Law Clerk, in which the Petitioner as Pro' se shown forth fraud within one year of last court activity in all cases which matured From 97-36817 citing Virginia Codes: (attachment 3 enclosed)

a. 8.01-377.1. Summary judgment.

In any action at law or equity at the close of all the evidence, any party may move for a summary judgment upon the entire case or upon any several issue including the issue of liability alone although there is a genuine issue as to damages.

(1990, c. 628.)

b. 8.01-384. Formal exceptions to rulings or orders of court unnecessary; motion for new trial unnecessary in certain cases.

A. Formal exceptions to rulings or orders of the court shall be 44unnecessary; but for all purposes for which an

exception has heretofore been necessary, it shall be sufficient that a party, at the time the ruling or order of the court is made or sought, makes known to the court the action which he desires the court to take or his objections to the action of the court and his grounds therefore and, if a party bas no opportunity to object to a ruling or order at the time it is made, the absence of an objection shall no thereafter prejudice him on motion for a. new trial or on appeal. No party, after having made an objection or motion known to the court, shall be required to make such objection or motion again in order to preserve his right to appeal, challenge, or move for Reconsideration of: a ruling. order, or action of he court. No patty shall be deemed to .have agreed to, or acquiesced in, any written order of a trial co so as to forfeit his right to contest such order on appeal except by express written agreement in his endorsement of the order. Arguments made at trial via written pleading. memorandum, recital of objections in a final order, oral argument reduced to transcript, or agreed written statements of facts shall, unless expressly withdrawn or waived, be deemed preserved therein for

assertion on appeal.

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B. The failure to make a motion for a new trial in any case in which an appeal, writ of error, or supersedeas lies to or from a higher court shall not be deemed a waiver of any objection made during the trial if such objection be properly made a part of the record. (Code 1950, § 8-225, 8- 225.1; 1970,c. 558; 1977,c. 617; 1992,c. 564.)

4. The Petitioner as Pro'se Attachments to Summary Judgments were a part of the 360 pages of State Farm Insurance investigations documents

1998 sent by the Petitioner as Pro'se First Attorney of Court, lost October II, 2001 by the Hampton Circuit Court on it way to' the Virginia Supreme Court shows forth the Connection to all cases that matures from 97-36817, by State Farm Insurance Company ("State Farm") second hired attorney Mr. Allee in 1997 - 1998, along with the Original Interrogatories that the Petitioner as Pro'se, pleaded from September 19, 2001. Along with Fraud Insurance Documents notarized by State Farm Legal Department that was filed in the Hampton Circuit Court throw by Affidavit, Along with Home Paramount

Pest .Control filing incomplete Contract to separate themselves from 97-36817, along with Home Paramount Pest Control Inc. false Insurance

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Documents giving under a Court Order Citing Virginia Codes: (attachment 4 enclosed)

a. 17.1-209. Preservation of papers in clerk's office.

All papers lawfully returned to, or filed in, the clerk's office shall be preserved therein until legally delivered out (Code 1919, § 3386, § 17

44 1998, C. 872.)

b. 47.1-14. Duty of care.

A notary shall exercise reasonable care in the performance or his duties generally. He shall exercise high degree of care in ascertaining the identity of any person whose identity is the subject of a notarial act

Unless such person is known by the notary, identity shall be ascertained by examination of one more of the following documents: a United States Passport, a certificate of United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien registration card with

photograph, a State-issued driver's license or state-issued identification card or a United States military card 1980, c. 580; 2002, . c. 379.) such as Properly Named Liability Insurance for all Corporations and Business.

c. 47.1-16. Notarizations to show date of act, etc.

A. Every notarization shall include the date upon which the notarial act was performed, and the count-,' or city and state in which it was performed.

B. Upon every writing which is the subject of a notarial act, the notary shall, after his certificate, state the date of the expiration of his commission in substantially the following form: "My commission expires the. . . . day of It..." (Code 1950, § 55-116; 1980, c. 580.)

d. 47.1-12. Powers.

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Each notary shall be empowered to (i) take acknowledgments, (ii) administer oaths, (iii) certify that a copy of any document, other than a document in the custody of a court, is a true copy thereof: (iv) certify affidavits or depositions of witnesses, and (v) perform such other acts as may be specifically permitted by law. (Code

1950, § 47-2.1; 1978, c. 621; 1980, c. S80.)

c. The Hampton circuit Court misuse of the 21 Day law that is used in criminals case.

Wherefore the 'Petitioner Motion to Dismiss the Letter of Allied Broker's Inc.

Corporate Council Brian D. Lytle and the Petition of Appeal should be granted.

By "S/ Petitioner as Pro' se Joyce Patterson-Beggs "

APPENDIX A-5 Motion to Dismiss Allied Broker's Motion

IN THE SUPREME COURT OF VIRGINIA AT RICHMOND

RECORD 040202 Joyce Patterson. - Beggs et. at

Vs. Allied Broker s Inc. et. al

On Appeal From

HAMPTON CIRCUIT COURT

PETITION FOR APPEAL

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Joyce Patterson -Beggs, as pro se 312 south Willard Ave.

Hampton, Virginia. 23663 . 757 265- 7784

Motion to Dismiss Allie Broker's Motion for the for the following reason:

1. The Petitioner as Pro'se has sent forth an Notice of Appeal

to the Office of Brain D. Lytle on November 26, 2003, and bas always respected all Defendants Right's to Due Process by properly sending forth a copy of court filling. (see attachment 1 Showing forth the Petitioner hand Written Objections and Notice of Appeal sent to the . Office of Brian D. Lytle Acceptance by United States Postal Service Date September 16, 2003 and delivered the next day on September 17, 2003) (See Attachment 2, Showing forth the Petitioner Retyped Objections and Notice of Appeal sent to the Office of Brain D. Lytle Acceptance by United States Postal Service November 26, 2003.)

All retuned recipes was signed by the some person that works in the office

page 49 of Brian D. Lytle.

2. The Petitioner is aware of possible conflict of interest involving some member's of this defense team of Allied Broker's Inc. et al involvement in the elections of New Clerk of the Hampton Circuit Court (Linda Smith) former employee, that explaining the reason's the Petitioner as Pro'se requested for the Hon. Chief Judge Hutton of the Hampton Circuit Court to over see that all records of all

cases that matured from 97-36817 (97-37341) - (01-305) to insure that all record's Properly make it to the Virginia Supreme Court. The Petition can only pray that Linda Smith will handle every case with high integrity, and ensure fundamental fairness to all citizens, respect Due Process Right's for all Citizens, and The Administration Procedural Act of the Hampton Circuit Court Daily Operations.

3. The Petitioner as Pro'se will never deprive anyone of their Due Process Right's, even the Defense team in this Very Complex Case that has deprive her of her Constitutional Right's.

4. The Petitioner as Pro'se is very proud of her Virginia Legal History, From our Great Former Chief Justice John Marshall of the

United State Supreme Court to Thomas Jefferson Whom both study their Apprenticeship under George Wyth and to the First University Base Law' Program of Williams & Mary Law University producing the' first American law degree in 1793 to Williams H Cabell Whom became a Governor of Virginia and

a Judge of the Virginia Court of Appeals. The Petitioner as Pro'se is also very proud of George Nicholas who graduated from the Virginia, Williams an Mary Law program that Open Transylvania Law school in Lexington Kentucky with good programs for pre-law studies in Ethics, Social Philosophy and ethical theory that lead to the Kentucky University law School and Great legal Library in which the Pro'se (study) to understand the actions and In action of her First Attorney in these complex cases, while being

Homeless because her home was unsafe in Hampton Virginia for her children, paying Rent in Kentucky and Mortgage. on her Home in Virginia while these cases was pending in the Hampton Circuit Court until August 2001, becoming financially stricken with no other choice but to return to unsafe home, after two mouth trial were her Video

Tape Evidence was destroyed in-between trail dates showing the sound

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of audio of the Petitioner's Voice, with no visual of Damages to her Home.

5. Under Rule 5: 17 (c) Assignment of Error, The Petitioner

Assigned error to the Lower Court Late Posting of the Petitioner's Notice of Appeal/ and Assigned error to the Hampton Circuit Court Losing and destroying Hand written Objection and Notice of Appeal and denial to view the Petitioner House which serves as Substantial Evidence/Real Evidence, along with Plaintiff Video Tape Evidence made in 1997 in which would have served as Substantive Evidence in proving the Continuing deterioration of the Petitioner's Home over the Seven Years pending in the Hampton Circuit Court, that was destroyed by Hurricane September 18, 2003, and Commanded by the City of Hampton following Hurricane September 21, 2003 during city inspection of Hurricane Damages. The Petitioner as Pro'se received little amounts of funding to repair her home, and force to rebuild' her own home. The Petitioner as Pro'se, has included a report from Mortgage Insurance Company to show forth demonstrative evidence that the Hampton Circuit Court would have witness under the

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Evidence Codified set of Statutory Provisions that governing the Admissibility of evidence and the Burden of proof at the

Petitioner Summary Judgment October 16, 2003. (See attachment 3) .

Augment

The. Petitioner as Pro'se Continues to keep-up with the Law Students Progress of the Law Students of Williams and Mary and their great affords to Places themselves back highly among other law School as Yale, Harvard, ect., To their High standards in 1779 during the days of Founder Thomas Jefferson, George Wyth who was succeeded by George Tucker. The Petitioner will never miss-use her Legal Knowledge of her studies to commit Gross Malice, or deprive Officer of the Court Brian D. Lytle of his Due Process to respond to Motions or Petition for Appeal as stated in Letter to Virginia Supreme Court Clerk office January 3,2002 in Petitioner's Appendix 31. Noting that Officer of the Court. Brian D. Lytle never responded by way of Motion in Hampton Circuit Court case 01-305, Virginia Supreme Court. Conclusion

Wherefore the Petition For Appeal should be granted.

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"Sl Joyce Patterson-Beggs

Proof of Mailing

CERTIFICATE OF MAILING

I hear by certify that on the 5th of March 2004 a true copy of the foregoing "Corrected Motion to Missed Allied Broker's Inc." and Certify Copy's of Identifying all Party under Rule 5: 17 (E) and Corrected Copy's of Style of Petition For Appeal Cover, along with Proper Attachments was Mail to all counsel that matured for case No: 97-36817 herein, first class mail. APPENDIX A-6 _MOTION TO DISMISS State Farm Motion and Request for Sanctions on the Following reasons:
IN THE SUPREME COURT OF VIRGINIA AT RICHMOND

RECORD NO: 040202 Joyce Patterson-Beggs and Cornelius Bobbitt-Patterson, an infant, by Joyce Patterson-Beggs and Alandus Marshall Patterson-Beggs
An infant, by Joyce P. Patterson-Beggs his next friend,
Vs
Allied Broker's. Inc.
Allied Broker's inc. Corporate Council -Brian D. Lytle
Ann Panc, Former Presidents of Allied Broker's .Inc.
agent/Owner John W. Pane d/b/a Panco Service Co. Former Vice President/Agent of Allied Brokers Inc. (Allied Brokers

inc New Owner and President and Kathy Gear Owens Shirley Mara Former Seller Realtor of Allied Broker's Inc. Carolyn Robinson, Former Buyers Realtor of Allied Broker's Inc. , State Farm Insurance , Home paramount pest Control Inc. Home Paramount Pest Control Council Mr. Richard Zahn

On Appeal From the HAMPTON CIRCUIT COURT

PETITION FOR APPEAL

Joyce Patterson-Beggs, Prose

312 South Willard Ave.

Hampton, Virginia. 13663

757 265- 7784

MOTION TO DISMISS

State Farm Motion and Request for Sanctions on the Following reasons:

1. State Farm presented False Insurance Documents to their Honorable Attorney Mr. Theodore Brenner and the Hampton Circuit Court Listed this case as an Automobile Concealing the Civil Action of Bad Faith, and Construction Fraud, along with destroying prima facie evidence. before reaching the Virginia Supreme Court. that only benefited the Defendants,

to be used in all cases that Matured from 97 36817. (see U.S. Supreme 2 Rehearing of all Defendants attachment 1)
page 55

2. The Petitioner as Pro Se; has assigned erred of Hampton Circuit Court replacement of State Farm General Insurance fabricated evidence support by False Statements in Affidavit signed by State Farm General Insurance Underwriting Operations Superintendent Johanna Kelly, and therefore notarized by Lisa A. Huskey at State Farm Notary of the Public from State Farm Main office in Bloomington, Illinois. See Petitioner's Appendix 29; pages 128 -129.

3. State Farm was at all times an indispensable party, having interest that would inevitably be affected by the Hampton Circuit Court Judgment, and made themselves a Necessary Party by interference with the Petitioners First Attorney; at the same time hiring an Attorney to conducted an investigation, with first band knowledge that defendants from Allied Broker's Inc. and John Pane and the Petition as Pro'se shared the Same State Farm agent Mr. James Fullen, of Hampton Virginia.; a showing of Preconceived Malice and bad faith.

Conclusion.

Wherefore the Petitioners Petition for Appeal should be Granted

S/ Joyce Patterson-Beggs, Prose

PRESENT COUNSEL - Allied Brokers, Inc., and Former President of Allied Broker's Inc. Ann W. Pane, agent Shirley Mara agent Carolyn Robinson And Corporate Council From 1996- 2003

Brian D. Lytle 926-G, 'J. Clyde Boulevard Newport News, Va.. 23601 757-595-5655. New Address: 11801 Canon Boulevard Suite 200

Newport News. Virginia 23606

PRESENT COUNSEL FOR Allied Broker's Inc. Kathy Gear Owens on behalf of John Pane (New President of Allied Broker's Inc.; Kathy Gear Owens 47 West Queenway; Hampton, Virginia 23669 757-722-2272

PRESENT COUNSEL for State Farm Insurance Company..

Theodore L Brenner 411 East Franklin street, Suite 200 PO. BOX 470; Richmond Va. 23218804-644-1300

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PRESENT COUNSEL Home Paramount Pest Control Inc.

Richard, W. Zalm, Jr., Esquire

TAYLOR" WALKER, P.C.

555 Main Street, Suite 1300

Norfolk, Virginia 23510

"S/Joyce Patterson-Beggs Pro'se"

APPENDIX A-7 PETITIONER VIDEOTAPE LOCATED IN RECORD

FILES FROM 1997

APPENDIX A-8 Hurricane Isabel September 18, 2003

1. Inspection Report from Balboa Life & Casualty

2. Stroud Pence & Associates Structural Report

(1) Stroud, Pence & Associates, LTD. Structural Engineer

December 11, 2003

Mr. Ken Gillis,

Inc., P.C. Box 18527,

Charlotte, NC.

Re: Patterson Residence – Claim Number CEU243198

312 S. Willard Ave. Hampton, VA. SPA Project No: V03.186

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Dear Mr. Gillis:

Per your authorization, we have performed a visual

inspection of the Referenced residence to document damages

related-to Hurricane Isabel on September 19, 2003. .

Scope of Investigation

Stroud, Pence & Associates, Ltd. Was tasked with documenting apparent damages in three categories: wind related, surface water (flood) and

Findings

Our site visit was performed on November 25, 2003. The residence is a one. story wood framed structure on a shallow foundations system.. The roof is a very low pitched construction with wood rafters. At the time of the Hurricane, 3

. tab composite shingles were in place covering a tin root: . Exterior walls comprise aluminum siding applied over a preexisting wood siding. Interior walls and ceilings are plaster on wood lath. A :free standing garage, also wood :framed, exists behind the residence. The large backyard had been enclosed with a 6-foot high wood stockade-type fence.

At the time of our site visit the residence had been condemned by the City of Hampton (photograph 1). Much of the root: including the porch roof which runs the full width of the :front of the residence, was covered with a tarpaulin .

(photographs 2 and 3). We were unable to view the actual

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shingle damage:

Much of the front porch railing was missing; as well as the tongue groove flooring and ceiling of the porch, as the homeowner was about to make repairs to the porch (photograph 4). The exposed floor joists exhibited significant rot and there was evidence of prior repairs, as did several other elements of the porch supports and him (photographs 59). Wind damage to the porch roof was also evident (photos 10 and 11).

Page 2 of3

Other exterior damage observed included broken windows (photographs 12 and 13), rotten areas of fascia and trim (photographs 14 - 16); wind damage of siding and trim (photographs 17 and 18), displaced rear steps (photographs 19 and 20), and damaged or displaced privacy fence sections (photograph 21).

The garage roof apparently sustained damage of the shingles; but it was covered and inaccessible. Areas of the interior roof and wall sheathing were damp, and showed

evidence of prolonged moisture intrusion (photographs 22-26). Inspection of the interior of the resident revealed that the homeowner has recently removed and replaced the majority of the original flooring (photographs 27-30). A back hallway and bedroom still had hardwood flooring in place which appeared "cupped" from moisture damage. The homeowner indicated that the kitchen floor tilted after the hurricane, and it was necessary to replace piers and jack the floor back into

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position. Photograph 27 depicts an apparent 1' (+) elevation difference between the kitchen floor and the adjoining dining room floor.

Approximately 3 feet of plaster on most of the walls has been removed and replaced with OSB, typically below the window sill elevation (photographs 31 and 32). The homeowner stated

that the City of Hampton inspector required replacement of some rotten studs and trim elements exposed during this phase of the wall repairs.

Photograph 33 shows a section of back hallway wall with

evidence of dis1ress in the plaster. Photograph 34 depicts. an exterior wall in a closet off the kitchen. The plaster is badly degraded, apparently from water damage, though. it is not possible to tell if the condition is recent. A large separation was observed between the bath tub and adjacent wall (photograph 35).

The plaster ceilings in all rooms exhibit varying degrees of apparent water--related damage (photographs 36 - 42); however, in the living room bay window ceiling it is evident from rotten lath that the problem had existed for some time (photograph 42). Access to the attic space was limited, but a visual inspection from the ceiling access indicated that water had lain on the ceiling plaster, probably from rain through the damaged/missing shingles. No rot was evident in the rafters or roof plank boards trom this vantage point (photograph 44).

Conclusion

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Because of the extent of demolition and repair work; it is not possible for us to document all the damages to the structure and finishes, nor can we accurately catalogue the

types of damage or estimate the cost of repairs. However_ it is clear that several of the problems observed predate the effects of Hurricane Isabel, as evidenced by rot to many of the wood components of the structure.

Because the roof was mostly covered and inaccessible, we were Unable to determine the quantities of roof shingles in need of replacement but we believe the figures you. furnished to us are a reasonably accurate representation. Similarly the repairs appear to be representative of the amount of damage we observed.

The homeowner provided a great deal of historical information regarding preexisting conditions, dating back to the mid 1990is, and indicated that she and her husband had pursued other avenues for recovery of alleged damages including legal remedies.

This report represents a professional opinion based upon the results of our Limited observation. This letter is. not intended to be a complete or comprehensive study of the Structure nor was any analysis performed. Our work bas been performed in accordance with. generally 8CceptJ:d

principles and practices of structural engineering: We cannot be responsible for any future changes in the condition of the structure. No other warranty is provided, either expressed or implied. If new

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Conditions are observed; this office should be should be that the finding and conclusions can be reviewed and revised, if necessary.

We appreciate the opportunity to be of service to you in this regard, and trust you will contact us with any questions you may have.

Sincerely "SI Edward W. Pence Jr:"

P.E., SE., F_ ASCE

Senior Vice President

STROIJD, PENCE & ASSOCIATES, LTD.

Cc; Ginger Albua; Balboa Life & Casualty

Enclosure: Photographs

Senior Structural investigator

(1) BALBOA Life & Casualty

Certified Mail -Ree8ipt Required February, 19, 2004

Countrywide Home Loans P.O. Box 10212

Van Nuys; CA 91410 Attn: :

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Stephen Grzeskowiak

RE: Claim Number:

CR3243 198

Date of Loss:

9/18/03

Loss Location:

312 South Willard Avenue Hampton Va. 23663

Loan Number

8171976: 8171976

New Insurance Company .

Dear Stephen Grzeshowiak :

Our investigation into the above-referenced claim for hurricane damages brought to our attention by your

borrower , Joyce Patterson, has progressed to the point where we can advise you that we are unable to make payment for a portion of this claim. The adjuster, Ken Gillis, hired Peter Lipphardt of Stroud, Pence & Associates LTD. To address damages related to Hurricane Isabel.

Our initial investigation revealed extensive wind damage to the main roof as well as one slope on the garage. The adjuster noted interior water damage to the ceilings throughout, wind damage to the fence front porch railing and fascia. The total amount to repair is 5,267.08. Payment has been sent. The adjuster received two faxes from the borrower containing receipts for appliances, tools and building

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Materials: The adjuster noted these receipt did not justify any additional payments for the roof replacement. The engineer inspected the risk on November 25, 2003 and concluded the following:

Because of the extent of demolition and repair work; it is not possible to possible to document all the damages to the

structure and finishes, nor can the engineer accurately catalogue the types or estimate the cost of repairs. However, it is clear that several of the problems observed predate the effect of Hurricane Isabel, as evidenced by rot to many wood components of the structure. Because the roof was mostly covered.

And inaccessible, the engineer was unable to determine the quantities of roof shingles in need of replacement but the engineer believes the figures furnished are a reasonably accurate representation, the ceiling repairs appears to be represented. Similarly, the ceiling repairs appear to be of the amount and type of damages observed.

Based on the engineer's report, the adjuster estimated additional damage, from Hurricane Isabel. This included two broken windows, and wind damage to the siding and the front porch roof. Supplemental payment has been issued in the amount of $ 1,070.73 .

Photographs from the engineer's report illustrate additional damages that were not covered under this claim. The engineer found rotten joists under front porch, and rotten column base and fascia on the front porch, rotten areas of

fascia and trim, rot at cornice, deteriorated soffit, and rotten/displaced rear

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Steps from flood damage: The engineer also noted that areas, of the interior garge roof were wet and showed signs of prolonged moisture intrusion. Lastly, the engineer found that approximately 3 feet of plaster on most of the walls had been removed replaced, typically below the window sill elevation. This appears to be flood related damages, or flood water under your policy. The engineers report and adjusters estimate are enclosed for your records.

Please refer to the following language from your Mortgage Protection Plan Policy under SECTION 1 Residential property, PERILS INSURED AGAISNT:

We insure for risk of direct physical loss to the dwellings and other Structures described in SECTION1 Coverages, except damage caused by: 8 wear and tear: marring: deterioration: inherent vice: latent defect: mechanical breakdown: rust: mold: wet or dry rot: contamination; smog; smoke from agricultural smudging or industrial operations: discharge, dispersal, seepage, migration, release or escape of

pollutants (pollutants means ant solid, liquid, gaseous or thermal irritant or contaminate, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed): sitting, cracking, shrinking, bulging, or expansions of pavements, patios, foundations, walls, floors, roofs or ceilings: birds:

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Vermin, rodents, or insects or domestic animals: If any of these cause water to escape from a plumbing, heating or air conditioning systems or house appliance, we cover loss caused by the water. We also cover the cast of tearing out and replacing any plan of a building necessary to repair the systems or appliance from which this water escaped.

Also as stated on page 3 under EXCLUSIONS:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

C. Water damage, meaning: 1 flood, surface water, waves, tidal water overflow of a body of water or not driven by wind:

2. water which backs up through sewers or drains: or #. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other

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Structure. Direct loss by insure for loss to property caused by any of the following. However, any ensuring loss to the covered property not excluded or excepted or excepted in this Policy is covered

e: Faulty; inadequate or defective:1. planning, zoning, development, surveying sitting, 2. design, specification workmanship, repair, construction, renovation, remolding, grading, compaction: 3. material used in repair construction, renovation, remodeling: or 4. maintenance of part or all of any property whether on or off the location of the property insured: As stated in section 11: General Provision, Term: The policy is effective the date shown on the Declarations and continues until terminated. Coverage for individual properties becomes effective at

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12;01 A:M Standard Time on the effective date shown on the

individual Notice of Premium. If the insurance afforded by this policy is also provided by other insurance Terminating at noon on the inception date of the Notice of Premium, insurance under this policy shall not become effective until such other insurance has terminated.
No coverage shall be provided for and property prior to the effective date of this policy.
Also as stated under Conditions:
3. Legal action against us. No one may bring a legal action against us under this policy unless: a. there has been full compliance with all of the terms of this policy and b. the action is brought within two years after the date on which the direct physical loss or damage occurred.
Based upon the facts and circumstances surrounding your claim and the policy provision stated above, conditions that existed and the exclusions and exceptions above, we will be unable to make payment for a portion of your claim. If you have my factual information that would alter the facts as we know them, please advise us in writing and we will review-
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this information so that we may determine whether to

reconsider our position. However, based upon the information presently available, we are unable to pay a portion of this claim.

None of Newport Insurance Company's action in connection with this claim" including Newport's investigation of this claim and this letter, should be construed as a waiver of any of the terms, provisions, conditions, limitations or exclusions of its Policy No. CR3243 198 nor its rights or defenses under the policy or at law. Newport does not waive and specifically reserves its rights or defenses under the policy or at law. Newport does not waive and specifically reserves its right to assert any further defenses to this claim available to it under the policy, by statue, at law or in equity.

At your request, a copy of this letter will be sent to the borrower.

Please call me at 1-800-660-8519 extension 5253 between 8:15 a.m. and 5:15 p.m. PST _if you have any questions or if I can be of assistance to you.

"SI Ginger Aldava" Claims Examiner Newport Insurance Company

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Appendix B-1 Virginia Code stating 30 days for Rehearing

§ 8.01-675.2. Rehearing.

The Supreme Court, on the petition of a party, shall rehear and review any case decided-by such court ir-one or-the Who decides the case adversely to the petitioner certifies that in his opinion there is good cause for such rehearing. However, a notice of a petition for rehearing shall be filed as provided b the Rules of Court and. The petition for reheating shall-be filed within .Thirty days after 'the entry of the judgment with the clerk, who shall note the date of such 'filing on the order -book. 'The judgment resulting from any such rehearing shall be entered forthwith by the clerk Who shall transmit a certified copy thereof to the Clerk of Court below, to be entered by him as provided by § 8.01-685. (1984, c. 703.)

Appendix B 2.

Order From Virginia ,Supreme Court June 17, 2004

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond Thursday the 17th day of June, 2004

Joyce Patterson-Beggs, Appellant

Against Record No. 197.-36817

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Allied Broker's, Inc., et al Appellees

Upon a Petition for Rehearing

Finding that the petition for rehearing was not timely filed, the Court Dismisses said petition as late.

Teste: clerk

APPENDIX B-3 Motion for Rehearing En Banc

IN THE SUPREME COURT OF VIRGINIA AT RICHMOND RECORD NO 040202

Joyce. Patterson-Deus and Cornelius Bobbitt-Patterson an infant, by Joyce Patterson-Beggs and Alandus Marshall Patterson-Beggs An infant, by Joyce P. Patterson-Beggs, his next friends

VS.

Allied Brokers Inc. Ann Pane, Former President of Allied Brokers Inc. /Agent/Owner, and John Pane d/a/a/ Panco Company, Vice President/Agent/Owner/ of Allied Brokers Inc. (Allied Brokers Inc. New President) and Shirley Mara,-Seller Realtor of Allied Brokers Inc. Carolyn Roberson-

Appellant/Buyer Realtor of Allied Brokers Inc. State Farm General Insurance Company.

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Home Paramount Pest Control Company, Inc.

On Appeal From

HAMPTON CIRCUIT COURT

PETITION FOR REHEARING EN BANC

Joyce Patterson-Beggs, as pro se

312 South Willard Ave.

Hampton, Virginia 23663

757-265-.7784

Fact of Material Proceeding of Notice of Appeal

Abuses of Civil Procedures Due Process, Violations of Hampton/ Virginia United States Statewide Building Codes Administrating Procedures? Due Process of Laws

Comes Now the Appellant as Pro'se and Motions the Honorable

Supreme Court of Virginia for a Petition for a Rehearing En Banc for the Following Reasons:

1) October 16; 2003 the Appellant as Pro'se Hand Delivered her Objections and Notice of Appeal Pursuant to Virginia

Supreme Court Rule 5:9 (a)) extraordinary occurrence or

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catastrophic circumstance in which President Bush declaring the State of Virginia a (STATE OF EMERGENCY) a Federal Disaster Area With Hurricane 18, 2003 that destroyed the Appellants Home due to Allied Broker's Inc. et al., and Home Paramount Pest Control Company

Inc. Violations of the Statewide Building Codes, that left her home rotten, with unsound Structure and State Farm General Insurances' State Farm") denial to cover damages on behalf of it' s insurer Allied Broker's Inc., to the Appellant Home and injured to the appellant infants in 1996, and 1997 during their investigations in, bad faith and Constructive Fraud/Conspiracy with their insured Allied Broker's Inc. et also in 1998 Noting that (" State Farm") were also the Appellant as Pro'se Home Owner Insurance November 17, 1995 Pre-Close Status, before the House Closing on November 20, 1995. Most Importantly

the Appellant as Pro'se and infants were Homeless From September 18, 2003 to April 1, 2004. The Lower Court Judge Order his ruling October 16, 2003 to file A.S.A.P denying all

the appellant's Motions and evidence, than Granted Allied 'Broker's Inc et al, Motion for Summary Judgment and ordering the Appellant to pay Legal fees to

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all Appellees based on their pleading of Virginia Code 55-523 in which the Appellant pleading with Attachments showed forth Bad Faith that Allied Broker's Inc. and all real-estate Licensees performance duties in this case under a Dual Contract showing both Ann Pane and Seller Realtor {Ms. Shirley Mara of Allied Broker's Inc.} was in contact with Plaintiff Mortgage Company, a Violation of 55-523, Allied Broker's Inc. Vice President of Allied. Brokers Inc., John Pane Violated the Hampton Virginia/U.S. Statewide Building Code by Reconstructing the Appellants Home with out a city permit, leaving her home rotten with unsafe structure that did not withstand the winds of Hurricane Isabel September 18, 2003, that destroyed the Appellants home, and personal Items, furniture's, ect. The appellant as Pro'se filed her Hand written Notice of Appeal with the clerk of the trial court, and at the same time mailed a copy of notice to all opposing counsel, especially

certifying all Brain D. Lytle mail by her, due the her Pleading of Civil Contempt.

2) On October 28, 2003 the lower Court abused it's Judicial)'

Discretion and allowed Appellees Attorney Kathy Gear _ns in ex parte meeting to Change her pleading with out leave of Court, and waived the Appellants 'Objections and Notice of Appeal, violating the Pro'se Right's Under the Virginia and United States Constitution to appeal lower Court Judge final judgment that was modified. Pursuant

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to Supreme Court Rule 5:5 Extension of time: filing by mail. (a) the times prescribed for filing the notice of appeal (Rule5:9(a), are mandatory. In any such case the time for filing shall be computed from the date of final judgment entered following such modification, vacation, or suspension or from the date the Court of Appeal refuse a petition for rehearing or enters final judgment following the granting of such a petition. Jude Louis R. Lerner knows at all times that appellant as Prose requested to appeal his ruling during Summary Motion Hearing on September 16, 22003 and

by her Hand Written Objections and Notice of Appeal September 16, 2003, and Aware of the Appellant as Pro'se Pleading of Conflict of Interest of her Ex Pert Witness from the Mortgage company who appraised her Home on November 20, 1995 " Gary Powell" of Powell Realty Appraiser" Consultants, Inc., giving Campaign Contributions to Del. Tom Gear, whom Sister (Kathy Gear Owens) serve on the Defense team with Brant D. Lytle for Allied Broker's Inc. bring forth a Conflicted of Interest.

The lower Court Judge split Appellees up for the third time, setting Kathy, Gear Owens Client for trial, and Signed order From March 19, 2001 that was enter and signed by Brian D. Lytle, during Judge Ford Retirement in this case .Violating the Pro'se Due Process of Laws, Civil. Right's, and Cruel and Unusual Punishment under the Virginia Constitution and the U.S. Constitution, and Abuses of Civil Procedures, Administration Procedural of fundamental fairness and a violation of the Pro'se Civil Right's Not to make the Appellant Request for Notice of Appeal apart of modification made to Final Judgment apart

3) On November 26, 2003, Appellant Retyped her Notice

of Appeal after receiving full Electrical Power to reconstruction her home, and mailed copy's to the Hampton Circuit Court and all Appellees in order to better understand her writing and Communications because she suffer from Complex Dyslexia, and to Reflect Changes made to final Judgment. Hampton Circuit Court was

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Closed at 12: 00 p.m. due to Holiday, and Appellant mail her Notice of Appeal through U. S. Postal Service Express mail, with request that Notice of Appeal be deliver on November 28, 2003, after Thanksgiving Day.

4) On November 27, 2003 the Notice of Appeal was delivered to the Lower Court on Thanksgiving day Holiday, with notice Fom U. S. Postal Service, Citing Virginia Codel-13.3:1.and Virginia Supreme Court Rule 1: 12 Service of Papers after the Initial Process. Code of Virginia 17.1-215, . And Codes of Virginia 8.01-384.

5) Prejudices Against Pro'se {see copy o fU. S. Mail receipt Attachment 2 Dated November 26, 2003 attached to Motion to Strike Brian D. Lytle Personal Letter to Virginia Supreme Court Clerk, that Prejudice The Appellants in her appeal,

creating the same prejudice with false statements, with malice though-out this complex case pending in the Hampton Circuit Court for seven years, as he Prejudice her Community of Hampton against her by add United Tide as a Defendant during his pleading in 1998 wild interference with her first Attorney, with ("State Farm") and Home Paramount Pest Control Company Inc. The Appellant as Pro'se received Professional service From United Title in 1995, and never added them as defendants Nor the Lower Court.}

6) November 27, 2003 on Thanksgiving Day Delivery Mail is protected under Code of Virginia 1-13.3. Computation of time stating there must be time, excusive for the day for such motion or proceeding, may be counted as part of the time, that time shall be allowed in addition to the day on which the event or judgment occurred. Citing Code of Virginia 2.2-3300. Legal holidays. It is the policy of the Commonwealth to fix and .set aside certain days in the calendar year as legal holidays for the people of Virginia. In each year, the following days are designated as legal holidays: The fourth Thursday in November and the Friday next following, Thanksgiving Day to honor and give Thanks in each

person's own manner for the blessings Bestowed upon the people of Virginia and honoring the first Thanksgiving in 1619.

7) On December 15,2003 Law Clerk of the lower Court stated that, Hand Written Objections and Notice of Appeal Hand delivered to the ;lower Court was missing From Said Records. Citing Virginia Code 17.1-21 5 that the Clerk of the Circuit Court shall keep a file of every transaction and enter every Process.

Conclusion

Therefore, Said Petition for Appeal Should be granted on Substantial presidencies herein Petition for Rehearing En Bane and Protecting the Civil Procedures System in which is not secure by a Habeas Corpus, unless excessive fines in Civil Cases, as well the

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Protecting the Administrating Procedures Act, from a Quasi-tort of our Judiciary Systems, Clerks Offices, U.S. Postal Service, ect., becoming a tool to Obstruct Justice, to destroy Equal Justice Under law, and bloc_ fundamental fairness , Fair Settlement, Civil Right's, and ensure

long suffering, taking away the basic Right's to Happiness Under our Bill of Right's of Virginia Constitution. The Appellant as Pro'se seeks review of her pleading enclosed in this Petition, Petition for Appeal Dated January 27, 2004, Motion to Strike Brian D. Lytle Personal Letter to Virginia Supreme Court Dated February 11, 2004,.Yotion to Dismiss State Farm Motion And Sanction Dated February 23, 2004, Motion to Dismiss Allied Broker's Motion, Dated March 5, 2004.

"SI Joyce Patterson Beggs"

1

Attachment 1--- January 27, 2004 the Appellant as Pro'se

Filed her Petition for Appeal in the Virginia Supreme Court Requesting Judgment and Sanctions to be set aside in all Cases against Appellant as Pro'se and Judgment be Granted et als in case 97-36817 and all cases that Matured from 97-36817, 97-37341, 01 305 Assignment of Error in Petition for Appeal

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2) Attachment 2--- Appellant as Pro'se Motion to Strike

February 2, 2004 Council for Allied Broker's Inc. et at Brain D. Lytle send forth a Personal Letter to the Clerk of the Virginia Supreme Court to Dismiss the – Appellant Petition for Appeal in which was not Documented in the Letter Thursday the 8th April, 2004 by the Virginia Supreme Court Denying ("Beggs") petition for appeal for failure to Timely Filed the Notice of Appeal.

3) Attachment 3February 2, 2004 the Hampton Circuit Court Granted the Appellant as Pro'se Motion to Conceal Allied Broker's Inc. Praecipe By Kathy Gear Owens, Until the Virginia Supreme Court Ruled on Said Petition for Appeal, by Hampton Circuit Court Judge Williams C. Andrews m. Noting that Kathy Gear Owens Never replied to Appellants Petition of Appeal, Nor Home Paramount Pest Control Company Inc.

4) Attachment 4February 24, 2004 Appellant as Pro'se Flied with the Virginia Supreme Court a Motion to Dismiss ("State Farm")

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Motion and Request for Sanctions.

5) Attachment 5____March 5, 2004 Motion to Missed Allied Broker's Inc." and Certify Copy's of identifying all Party

under Rule 5:17 (E) and Corrected Copy's of Style of Petition For Appeal Cover, along with Proper Attachments to be placed in al14 Documents (Petition for Appeal, Motion to Strike Brian Lytle Personal Letter to Virginia Supreme Court Clerk, Motion to Dismiss State Farm General.
Motion and request for Sanctions, mailed to the Virginia Supreme Court in responds to all Appellees Motions that matured for case No: 97-36817.

APPENDIX C

Federal Rules of Civil Procedure II, III, IV, V, VI, VII., XI

II -Rule 5. Service and Filing of Pleadings and Other Papers

a) Service: When Required. Except as otherwise provided in these rules, every order required by its terms to be served, every pleading subsequent to the original complaint unless the court otherwise orders because of numerous defendants, 80 every paper relating to discovery required to be served upon a party unless the court otherwise orders, every written motion other than one which may be heard ex parte. and every written notice. appearance. demand. offer of judgment. designation of record on appeal, and

similar paper shall be served upon each of the parties. No service need be made on parties in default for failure to appear except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for service of summons in Rule 4. . In an action begun by seizure of property, in which no person need be or is named as defendant, any service required to be made prior to the filing of an answer. Claim. or appearance shall be made upon the person having custody or possession of the property at the time of its seizure.

(b) Making Service.

(1) Service under Rules S(a) and 11.(d} on a party represented by an attorney is made on the attorney unless the court orders service on the party. (2) Service under Rule S(a) is made by: (A) Delivering a copy to the person served by: (i) handing it to the person; (ii) leaving it at the

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person's office with a clerk or other person in charge, or if no one is in charge leaving it in a conspicuous place in the office; or (iii) if the person has no office or the office is

closed, leaving it at the person's' dwelling house or usual place of abode with someone of suitable age and discretion residing there. (B) Mailing a copy to the last known address of the person served. Service by mail is complete on mailing. (C) If the person served has no known address, leaving a copy with the clerk of the court. (D) Delivering a copy by any other means, including electronic means, consented to in writing by the person serving Service by electronic means is complete on transmission; service by other consented means is complete when the person making service delivers the copy to the agency designated to make delivery. If authorized by local rule, a party may make service under this subparagraph (D) through the court's transmission facilities. (3) Service by electronic means under Rule 5(b)(2)(D) is not effective if the party making service learns that the attempted service did not reach the person to be served.

(c) Same: Numerous Defendants.

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In any action in which there are unusually large numbers of defendants, the court, upon motion or of its own initiative,

may order that service of the pleadings of the defendants and replies thereto need not be made as between the defendants and that any cross-claim, counterclaim, or matter constituting an avoidance or affirmative defense contained therein shall be deemed to be denied or avoided by all other parties and that the filing of any such pleading and service thereof upon the plaintiff constitutes due notice of it to the parties. A copy of every such order shall be served upon the parties in such manner and form as the court directs.

(d) Filling; Certificate of Service.

All papers after the complaint required to be served upon a party, together with a certificate of service, must be filed with the court within a reasonable time after service, but disclosures under RULE

26(a) (1) or (2) and the following discovery requests and responses must not be filed until they are used in the proceeding or the court orders filing: (i) depositions, (ii) interrogatories, (iii) requests for documents or to permit entry upon land, and (iv) requests for admission.

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(e) Filing with the Court Defined.

The filing of papers with the court as required by these rules shall be made by filing them with the clerk of the court, except that the judge may permit the papers to be filed with the judge, in which event the judge shall note thereon the filing date and forthwith transmit them to the office of the clerk. A court may by local rule permit papers to be filed, signed, or verified by electronic means that are consistent with technical standards, if any, which the Judicial Conference of the United States establishes. A paper filed by electronic means in companies with a local rule constitutes a written paper for the purpose of applying these rules. The clerk shall not refuse to accept for filing any paper presented for that purpose solely because it is not presented in proper form as require by these rules or by any local rules or practices.

Rule 6. Time – (8) Computation. In computing any period of time prescribed or allowed by these rules, by the local rules of any district court, by order of court, or by any applicable statute, the day of the act, event, or default from which the designated period of time begins to

run shall not be included. The last day of the period so computed shall

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be included, unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the district court . inaccessible, in which event the period runs until the end of the next day which is not one of the aforementioned days. When the period of time prescribed or allowed is less than 11 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the Computation. As used in this rule and in Rule 77(c). "legal holiday" includes New Years Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States, or by the state in which the district court is held

(8) Claims for Rehear. A pleading which sets forth a claim for relief: whether an original claim, counterclaim, cross-claim,

or third-party claim, shall contain (1) a short and plain statement of th_ grounds upon which the court's jurisdiction depends_ unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to

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support it, (2) a short and plain statement of the claim showing that the pleader is entitled to relief, and (3) a demand for judgment for the " relief the pleader seeks. Relief in the alternative or of several different types may be demanded.-

d) Effect of Failure To Deny.

Averments in a pleading to which a" responsive pleading is - required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading. Averments in a pleading to which no responsive pleading is required or permitted shall be taken as denied or avoided.

IV: PARTIES

Rule 19. (a) Persons to be Joined if Feasible.

A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the

subject matter of the action shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the

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action and is so situated that the disposition of the action in the person's absence may (i) as a practical, matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been so joined, the court shall order that the person be made a party. If the person should join as a plaintiff but refuses to do so, the person may be made a defendant, or, in a proper case, an

Involuntary plaintiff: If the joined party objects to venue and joinder of that party would render the venue of the action improper, that party shall be dismissed from the action.

V DEPOSITIONS AND DISCOVERY

Rule 26. General Provisions Governing Discovery; Duty of Disclosure (a) Required Disclosures; Methods to Discover

Additional Matter.1) Initial Disclosures. Except in categories of proceedings specified in Rule 26(a) (1) (E), or to the extent otherwise stipulated or directed by order, a, party must, without awaiting a discovery request, provide to other parties:

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(A) the name an_ if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information;

(B) a copy of, or a description by category and location of; all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment;

(C) a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing

on the nature and extent of injuries
suffered; and
(D) for inspection and copying as udder Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or allof a judgment which
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may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.
(E) The following categories of proceedings are exempt from initial disclosure under Rule 26(a) (I): (i) an action for review on an administrative record; (ii) a petition for habeas corpus or other proceeding to challenge a
criminal conviction or sentence; (iii) an action brought without counsel by a person in custody of the
United States, a state, or a state subdivision;
(iv) an action to enforce or quash an administrative summons or subpoena; (v) an action by the United States to recover benefit payments; (vi) an action by the United States to collect on a student loan guaranteed by the United States; (vii) a proceeding ancillary to proceedings in other courts;

and (viii) an action to enforce an arbitration award.
These disclosures must be made at or within 14 days after the Rule 26(f) conference unless a different time is set by stipulation or court order, or unless a party objects during the conference that initial

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disclosures are not appropriate in the circumstances of the action and states the objection in the Rule 26(f) discovery plan. In ruling on the objection, the court must determine what disclosures - if any - are to be made, and set the time for disclosure. Any party first served or otherwise joined after the Rule 26(f) conference must make these disclosures within 30 days after being served or joined unless a different time is set by stipulation or court order. A party must make its initial disclosures based on the information then reasonably available to it and is not excused from making its disclosures because it _ not
fully completed its investigation of the case or because it challenges the sufficiency of another party's disclosures or because another party has not made its disclosures.
Rule 37. Failure to Make or Cooperate in Discovery; Sanctions

(b) Failure to comply with order.

(1) Sanctions by Court in District Where Deposition is Taken. If a deponent fails to be sworn or to answer a question after being directed to do so by the court in the district in which the deposition is being taken, the failure may be considered a contempt of that court.

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VI- Rule 41. Dismissal of Actions

.(2) By Order of Court, Except as provided in paragraph (1) of this subdivision of this rule, an action shall not be dismissed at the plaintiffs instance save upon order of the court and upon such terms arid conditions as the court deems proper. If a counterclaim has been pleaded by a defendant prior to the service upon the defendant of the plaintiffs motion to dismiss, the action shall not be dismissed against the defendant's objection unless the counterclaim can remain pending for independent adjudication by the court. Unless otherwise specified

in the order, a dismissal under this paragraph without prejudice.

Rule 42. Consolidation; Separate Trials

(a) Consolidation. When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.

(b) Separate Trials. The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and

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economy, may order a separate trial of any claim, cross-claim, counterclaim, or third party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Seventh Amendment to the Constitution or as given by a statute of the United States.

b) Renewing Motion for Judgment After Trial; Alternative Motion for New Trial; Conditional Rulings.

If, for any reason, the court does not grant a motion for judgment as a matter of law made at the close of all the

evidence, the court is considered to have submitted the action to the jury subject to the court's later deciding the legal questions raised by the motion. The movant may renew its request for judgment as a matter of law by filing a motion no later than 10 days after entry of judgment – and may alternatively request a new trial or join a motion for a new trial under Rule 59. In ruling ,on a renewed motion, the court may: (1) if a verdict was returned: (A) allow the judgment to stand, (B) order a new trial, or
(C) direct entry of judgment as a matter of law; or (2) if no verdict was

returned: (A) order a new trial, or (B) direct entry of judgment as a matter of law VII – Rule 56. Summary Judgment (c) Motion and Proceedings Thereon.
The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine

issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be render_ on the issue of liability alone although there is a genuine issue as to the amount of damages.

X –Rule 77. District Courts and. Clerks

(a) District Courts Always Open. The district courts shall be deemed always open for the purpose of filing any pleading or other proper paper, of issuing and returning mesne and final process, and of making and directing all interlocutory motions, orders, and rules.

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(b) Trials and Hearings; Order in Chambers.

All trials upon the merits shall be conducted in open court and so far as convenient in a regular court room. All other acts or proceedings may be done or conducted by a judge in chambers, without the attendance of the clerk or other court officials and at any place either within or without the district; but no hearing, other than one ex parte, shall be conducted outside the district without the consent of all parties affected thereby.

(c) Clerk's Office and Orders by Clerk.

The clerk's office with the clerk or a deputy in attendance shall be open during business hours on all days except Saturdays, Sundays, and legal holidays, but a district court may provide by local rule or order that its clerk's office shall be open for specified hours on Saturdays or particular legal holidays other than New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. All motions and applications in the clerk's office for

issuing mesne process, for issuing final process to enforce and execute

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judgments. for entering defaults or judgments by default. and for other proceedings which do not require allowance or order of the court are grantable of course by the clerk; but the clerk: actions may be suspended or altered or rescinded by the court upon cause shown.

(d) Notice of Order or Judgments immediately upon the entry of an order or judgment the clerk shall Service a notice

other entry in the manner provided for in Rule: 5 (b) upon each party who is not in default for failure to appear, and shall make a note in 'the docket of the service. Any party may in addition serve a notice of such entry In the manner provided in Rule :5 (b) for the service of papers. Lack of notice of the entry by the clerk does not affect time to appeal or relieve or authorize the court to relieve a party for failure to appeal within the time allowed, except as permitted in Rule 4(a) of the Federal Rules of Appellate Procedure.

Appendix A

Petitioner's Writ of Mandamus, Virginia Supreme Court/ Reply Motion

IN THE SUPREME COURT OF VIRGINIA AT RICHMOND

RECORD NO_052475

Petitioner Joyce Patterson-Beggs,

Vs.

Respondents Linda Smith Clerk of Court Circuit Court of Hampton Kathy Gear Owens, & Del. Tomas D. Gear Richard W. Zahn Jr.,

Petition for Writ of Mandamus

Style of Case

Pro'se Litigant v. Ghost Writing

Joyce Patterson-Beggs, as pro se 312 South Willard Ave. Hampton, Virginia. 23663 757265-7784

PUBLISHER'S NOTE

PAGES 536-598 MISSING IN ORIGINAL DOCUMENT

Petitioners as Pro'se Deposition

As Evidences C

March 24, 1999

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VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY

OF HAMPTON, PART II

JOYCE PATTERSON- BEGGS and CORNELIUS

BOBBITT PATTERSON, an infant, by JOYCE PATTERSON-BEGGS,

next. friend, Plaintiff,)

v.

Third- Party Defendant.

AT LAW NO. 97- 37341

TAYLOE ASSOCIATES, INC.

Plaintiff,

HOME PARAMOUNT PEST CONTROL COMPANIES, INC., a Virginia Corporation,

Defendants/Third-Party

v.

TOM E.WRIGHT, JR., t/WRIGHTWAY ENTERPRISES,

DEPOSITION UPON ORAL EXAMINATION

OF JOYCE PATTERSON BEGGS

TAKEN ON BEHALF OF THE DEFENDANTS

Virginia Beach, Virginia

November 24, 1999

TAYLOE ASSOCIATES, INC.

Registered Professional Reporters

Telephone:

(757) 461 1984

Norfolk, Virginia

Appearances:

On behalf of the Plaintiff:

STALLINGS AND RICHARDSON, PC

WILLIAM C. BISCHOFF, ESQUIRE

52101 Parks Avenue, Suite 801

Virginia Beach, Virginia 23451

(757) 422-4700

On behalf of Paramount Pest Control:

TAYLOR & WALKER, PC

RICHARD W. ZAHN, JR., ESQUIRE

555 Main Street, Suite 1300

Norfolk, Virginia 23514

(757) 625-7300

On behalf of Tom E. Wright:

CONNOR & PRICE, PC

G. MICHAEL PRICE, ESQUIRE

333 W. Freemason Street

Norfolk, Virginia 23510

(757) 627-5000

TAYLOE ASSOCIATES, INC.

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WITNESS

Examination by: Joyce Patterson-Beggs

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EXHIBITS Description

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TAYLOE ASSOCIATES, INC.

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Deposition upon oral examination of

JOYCE PATTERSON-BEGGS, taken on behalf of the Defendants, before Shelly J. Rushworth, RPR, and Notary Public for the Commonwealth of Virginia at Large, commencing at 10:00 a.m., November 24, 1999, at the law offices of Stallings and Richardson, PC, 2101 Parks Avenue, Suite 801, Virginia Beach, Virginia.

EXAMINATION

BY MR. ZAHN: Q. Is it Ms. Beggs or Mrs. Patterson-Beggs?

A. It's Mrs. Patterson-Beggs.

Q. Mrs. Patterson-Beggs -

A. There's a hyphen, too.

Q. -- my name is Rick Zahn.

And as you know, I represent Home Paramount. I'm here today to ask you some questions in regards to a lawsuit that you filed against them. I know you've had a chance to talk to your lawyer; I'm sure he's briefed you on the depositions. If you don't understand any of my questions, just let me know, okay?

A. Okay.

Q. As I understand it, you currently reside in Lexington, Kentucky?

A. Yes, I do.

Q. Where do you reside? What's your street?

address?

A. It's 1143 Center Parkway, Apartment 52.

Q. How long have you lived at that address?

A. For two years and approximately three months.

Q. What caused you to move out to Kentucky?

A. Home Paramount failed their last inspection, causing continuous endangerment to our children. And the house was listed as unsafe, and it it's condemned. And the condemned process of being torn down is because of the legal action against Home Paramount.

Q. And what caused you to move to Kentucky?

A. Okay. My husband, he works, along with the FAA, for security of all military bases in the United States. He takes his assignments from the Lexington Army base. And even though he flies all over, that's basically his central location, and he pretty much knew that town. And we also had to make a fast decision because we had to get the kids into a safe environment fast.

Q. Your husband works for the FAA; is that what you said?

A. He works, along with it, with a company that is certified, secure to work along the security

Q. What is that company's name?

A. It's called Raytheon E Systems.

Q. And that's based out of Lexington,

Kentucky?

A. Exactly.

He was stationed on assignment in California at the time, and we were at the Salvation Army, and he had to come down and get us and make a fast decision as far as a place – a safe place to live.

Q. When did you move out there, two years? and three months ago to that address? When did you actually move to Lexington, Kentucky?

A. Okay. It was in August of 1997.

Q. And up until that point you had been,

For a brief period, in the Salvation Army staying with them?

A. Right.

Q. How long did you stay with the Salvation? Army?

A. For about two weeks.

And then Strawberry Banks donated four days to us until a room opened up in the Salvation Army. So it was at the Strawberry Banks for four days and two weeks in the Salvation

Army.

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Q. And prior to that, you-all had been living in the house at 312 South Willard Avenue?

A. Yes.

Q. And how long did you live in that residence?

A. Since November 20th, 1995. I'll let 'you do the math.

Q. So November 20, 1995, through sometime in late July or August 1997, you did reside at 312 South Willard Avenue?

A. Off and on. We stayed days at the Strawberry Banks when the house became very dangerous. So they donated time as well, so we were part Strawberry Banks throughout the -- throughout the whole stay at 31_ South Willard Avenue.

Q. On how many days did you stay at the Strawberry Banks other than the four days in August 1997?

A. That would be really hard for me to add it up since they was always there for us.

Q. Are there any records of that; do you know_?

A. I'm pretty sure.

Q. They would? Strawberry Banks would have some records?

A. Oh, for sure.

Q. How did you become involved with,

Strawberry Banks? How did they decide to start -

A. They was the closest hotel in the area, and it's right next to our home. And I called and asked them for help, and they helped me.

Q. Do you know the name of the person you

spoke to there?

A. No, because they changed management so

frequently. But each manager, regardless, has helped my family.

Q. You closed on this house at Willard

Avenue on November 20th,1995?

A. Yes.

Q. When do you recall that you first saw the house located at 312 South Willard Avenue?

A. I would say it was July. I can't tell you the exact date.

Q. Okay. At that time you were looking for a house "to

purchase?

A. Yes.

Q. Had you ever owned a house before?

A. No.

Q. Do you know if your husband had?

A. I didn't know him at the time.

I mean,

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I---- we was friends.

Q. He wasn't involved in the purchase at all.

A. No.

Q. Other than you -- and I assume you had a real estate agent?

A. Yes

Q. Other than you and your real estate agent, was anybody else involved on your side of the equation looking for a house, selecting a house, purchasing a house?

A. No

Q. You were the one making the decisions?

A. Right.

Q. And who was your real estate agent? It was Carolyn Robinson.

MR. PRICE: I'm sorry?

THE WITNESS: Carolyn Robinson.

By Mr. Zahn :

Q. Do you know how to spell that are?

A. For accuracy, I'd prefer that you do it.

MR. PRICE: "Curly"?

THE WITNESS: Carolyn, Carolyn.

MR. PRICE: "K" or a "C"?

THE WITNESS: A "C."

MR. PRICE: Okay.

BY MR. ZAHN:

Q. Is that a person or an agency?

A. That is a person.

Q. I think I've got it. And how did you come to select Carolyn Robinson as an agent?

A. Well, there was a house that I was interested in. And it had Allied Brokers on the outside. And when I called -- even

though I didn't qualify for that house, it was Carolyn Robinson who became my agent.

Q. So you saw a house that you liked when you were out looking around, correct?

A. Right.

Q. You were interested, and you called that listing agency?

A. (Witness nods head.)

Q. And Carolyn Robinson answered your call?

A. Right.

Q.So then you and - -

A. She didn't answer the call. It was by a secretary, which gave me the available person at the time.

Q. And then after that, you started working with Ms. Robinson towards finding a house?

A. Exactly.

Q. Do you recall how many houses you looked at before selecting the one at 312 South Willard Avenue?

A. I can't recall.

Q. Do you recall any of the houses you

looked at before selecting 312 South Willard Avenue?

A. Oh, yeah, I can recall and remember locations, but the number I can't.

Q. What in particular about the South Willard Avenue address was it, that affected your decision eventually to make a purchase offer on that residence?

A. Me and my children wanted three things, and those three things was a fireplace and by the water and a dishwasher. And my ultimate goal as a mother was a safe neighborhood.

Q. Do you recall when you made the purchase offer on the house?

A. I didn't make the purchase offer on the house.

Q. Did anybody?

A. It was already written down as the price of the house. It was already on paper.

Q. So an offer was presented to you by your

real estate agent; is that what you're saying?

A. Right.

Q. You didn't pick the price?

A. I didn't pick the price.

Q. So Ms. Robinson presented you with an offer to make?

A. No.

Q. She presented you with a contract to

purchase the house and said, sign this contract?

A. No.

Q. How did that work?

A. Shirley Myra approached me and my real estate agent in a conference room and told us about a house with a fireplace that was by the water.

Q. What is Shirley's last name?

A. Myra.

Q. M-Y-R-A?

A. For your accuracy -- I would spell it that way, but for your accuracy, I'd rather you spell it.

Q. So Ms. Myra came in and said, I've got a house with a fair place

A. Exactly.

Q. that is near the water?

A. Yes.

Q. Did she mention a safe neighborhood at all?

A. No.

Q. Or a dishwasher?

A. No.

Q. What did you do after that conversation with Ms. Myra?

A. I asked her, was it in a good neighborhood and did it have a fireplace? I said, well, how pretty was the fireplace? And she said, it was beautiful. And I asked her did it have a dishwasher.

Q. And did she tell you whether it did or not?

A. She said she didn't know about the dishwasher, but she said it was by the water.

Q. And this all took place in the conference room at Allied Brokers?

A. Yes.

Q. What did you then do?

A. I was happy.

Q. Did you leave the conference room?

Did you enter the contract right there in the conference room?

A. Oh, no.

Q. Did you go look at the house?

A. Yes. My -- we made plans to look at the house.

Q. At that point you had not entered a binding commitment to purchase the house?

A. Oh no.

Q. You then went to look at the house?

A. My real-estate agent told me that she will-that we will set up a time to see the house?

Q. And did you set up a time to see the

A. Yes, we did.

Q. And did you go look at the house?

A. Yes, I did.

Q. When did you go look at the house? Was it with-in Week? Within two weeks?

A. It was the following week.

Q. Who went with you to look at that house?

A. Ms. Carolyn Robinson.

Q. So it was just you and Ms. Robinson?

A. Yes.

Q. Your son wasn't there?

A. No.

Q. Nobody else was with you-all?

A. No.

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Q. And what did you look at the house? Do you recall what you saw when you went to look at the house?

A. I walked in the house, and it was a wonderful feeling because the outside looked small, but when you walked in, the ceilings was ten feet, nine to ten. It was tall. And when you walk in, the first thing I saw was a fireplace as I turned towards my right.

Q. You recall seeing the high ceilings and the fireplace. Was there anything else about the place that you like?

A. My mind was on the beautiful handcraft of the fireplace.

Q. Did you ask Ms. Robinson any questions about the place at all?

A. Oh, yes.

Q. What were some of the questions you asked and some of the answers that were given?

A. Do you want to be specific of what area you want me to

cover?

Q. The whole house. I want to know everything you recall today about looking at that house on that day and representations made to you by Ms. Robinson as you're looking through the house. The

questions you asked, the answers she gave?

MR. BISCHOFF: As best as you can remember.

THE WITNESS: As best as I can remember, to such -- over a large question you asked me would be being able to visibly see the water before I even closed the door, and asked was there easy access to getting to the water. That was obviously across the street. As I walked in the house, the first Question I asked was where was the fireplace? And as I was asking that question and turning towards the right, there was a very beautiful fireplace, and I asked to see that first. I can't remember all of the questions or the answers; you're going to have to be more specific because I would be telling you a story of the situation instead of not knowing what questions you want to know.

BY MR. ZAHN: Q. Okay. Well, what I want to know is everything that went into your decision to purchase - or I want to know everything it was that you looked at - at the house on this first occasion that you recall.

A. Ms. -- I think, as far as I can remember,

if it's accurate or not, to possibly quote, but Ms. Robinson said, Joyce, you really love that fireplace, don't you? And I said, it's so awesome. It's beautiful. She said, do you want to -- which part of the house do you want to start? I said , the fireplace.

And I told her I wanted to take one more look at the water before the door was completely closed to see if the visual - see how much I could actually see of the water. We walked down the hallway, which was a bar, something like a bar set up in the hallway, which is a very large - maybe six - - six-foot wide hallway that led directly to the bathroom.

We walked down the hallway, we saw the bathroom. There was a lot of furniture. As we walked, I was very happy and excited about the feeling and the fireplace of the house until I reached the kitchen. As I reached the kitchen, the floor felt unstable,

and I told Ms. Robinson, do you feel that? And she said, feel what?

And I said, it feels like the kitchen floor is maybe spongy. I think I used the word "spongy." And she said, well, you know, once we have

an inspection, we can check that out. But she said, how do you feel? And as we walked out -- we walked in the backyard and we saw the trees, the fruit trees, and I asked about the history of the house because of the feeling that I felt inside, and I got a happy response from Ms. Kirkpatrick as far as her family legacy of the house. So I got some history.

Q. Was Ms. Kirkpatrick there on this occasion?

A. Yes, she was.

Q.So it was you, Ms. Robinson, and Ms. Kirkpatrick?

A. Yeah, at times. We was freely - she freely just gave us access to her house.

Q. And she was the prior owner?

A. I can't recall what room she was. She could have been in the front or the living room, but I do know that she had to --

as we was in the kitchen, she came and opened the back door for us so we could walk out,in the backyard.

Q. But Ms. Kirkpatrick was the one you purchased the house from?

A. Right.

Q. Do you remember any other things you noticed about the house on this first visit to you?

A. Just the three things that we wanted. I was so excited, I forgot to ask about the dishwasher because the fireplace was so beautiful, and it was next to the water. And it was the first -- and it was also in my price range. I can't remember, but my questions was about the floor.

Q. The kitchen floor?

A. The kitchen floor.

Q.Did you have any questions about any other floor areas in the house?

A. just the kitchen floor. No,

Q. Did you ask Ms. Kirkpatrick if she'd had any problems with

the house?

A. No, I didn't think I had to.

My real estate agent, she was pretty good. I learned to trust her.

Q. Did you ask your real estate agent whether there had been any problems with the house?

A. I can't recall at this particular time. I just pointed out the obvious thing that I felt, because I had heels on, was the kitchen floor.

Q. Up until this point, we've been

concentrating really on the first visit to the house?

A. Exactly.

Q. But you made several visits to the house

before actually entering into an agreement to purchase the house?

A. One other time.

Q. Two visits to the house before making an agreement to purchase the house?

A. Correct - oh, wait a minute.

Q. And I can understand you may not recall whether it was two or three?.

A. No, I can recall.

I just need to understand your question.

Q. On how many occasions did you visit the house before you signed the purchase agreement for the house?

A. One time.

Q. Just the one visit hat you have been talking to me about?

A. Exactly.

Q. So the next thing you did -- did you go back that day to Ms. Myra's office?

A. Not Ms. Myra.

Q. Miss -- is it Robinson?

A. We talked outside first.

Q. What did you and Ms. Robinson talk about outside?

A. She told me that my concerns for the

floor -- if there's any problem whatsoever, we can sign the contract, and if there's a problem, we can continue to look at other houses.

Q. So she told you to sign the contract and then see if there was a problem with the floor?

A. No. I wanted -- I then asked her is it possible that I can get an inspection before I signed the contract because I was concerned about the floor.

Q. And what did she tell you?

A. She said that pretty much we'll be following contract rules, that the way they do things was you sign a contract, you get the inspection, you see what the inspector says, and if the damages is over 500, you can -- no, I'm sorry. She said if the damage -- I put 500 down before we even started looking for homes. But, anyway, she explained to me that the way that they do things, the contract rules basically state that you sign a contract, you get an inspection, and then you can look for another house if it's real bad or something like that or -- she said I would be able to just walk away if there was a serious problem with the floor. And I believed her, but I did - I checked and I said if I wanted to lose the money for the inspector, why can't I just hire an inspector, get

the report, then we can just go on without a contract. But then again, on the way to Allied Brokers, she told me again the formalities of how things worked. And she said I can just walk away. She said if it was over $500 worth of damage, she said I can walk away. I completely remember that right now. And that's when she mentioned $500 in the truck. And I felt comfortable because -- I felt comfortable.

Q. So did you sign a purchase agreement that day?

A. Yes, I did.

Q. And what happened next in terms of the purchase of the house?

A. You want to be specific?

Q. Did you then hire a home inspector?

A. Right. We went back -- we went back to the office, signed the contract. And there on the - in the conference room there was a little box and it had business cards of AmeriSpec, and she said they was really Good. She would recommend them to her family. She said they have a good reputation. And she gave me the card and told me to call them.

Q. And you did call AmeriSpec?

A. Yes, I did.

Q. And they did go out to the house?

A. Yes.

Q. And you did get a report?

A. I met Mr. Fred -- Fred Wade.

Q. Fred Wade?

A. I met him there at the residence because I wanted to be there.

Q. You met him while he did the inspection?

A. I met him there at the house, the street.

Q. While he was doing the inspection?

A. Yes.

Q. What do you recall about him -- what do you recall his doing during the inspection?

A. I know I was looking at the fireplace and the water.

Q. So you didn't go around with him while he was inspecting?

A. No.

Q. Did you talk to him at all during his inspection?

A. No. I -- I thought that was Ms. Carolyn Robinson's job.

Q. Ms. Robinson was also there?

A. Yes.

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Q. Do you recall anything that Mr. Wade said during the inspection?

A. I didn't talk to him during the inspection.

Q. So you don't remember anything about his actually being there, saying anything, doing anything on the day that he inspected the premises?

A. Oh, I remember him doing things, like changing into a suit, an orange suit. I was fascinated because I was just wondering how it was going to fit over his regular clothes, and it did just like that.

Q. Did he inspect the fireplace while you were there?

A. I just know he went underneath the house. I was too busy learning the history.

Q. Is that when you had the conversation with the prior owner about the history?

A. Again, yeah, of the house and about her apple trees and fruit trees. And Ms. Myra, she would talk to Mrs. Kirkpatrick,

and then I would no longer have a conversation with her.

Q. What was Ms. Myra talking to Ms. Kirkpatrick about?

A. I really can't recall. I can't recall

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their conversation.

Q. Did you eventually get a report from AmeriSpec?

A. I didn't at that time.

Q. Did you ever see a written report from AmeriSpec?

A. Yes, I did.

Q. When did you first see a written report from AmeriSpec?

A. It was sent directly to Allied Brokers, so I didn't see the report until I met with Ms. Carolyn Robinson in the conference room.

Q. Was this in August 1995, later; do you recall?

A. This is in -- this is in August.

Q. So you met with Ms. Myra and viewed the AmeriSpec report at the Allied Broker's office?

A. Right.

Q. What do you recall about that report?

A. It was bigger than what I expected.

Q. "Bigger" meaning it was longer than you expected?

A. A big book, yeah. It was a big book.

Q. Do you remember anything of the observations that the inspector made in the written

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26 report?

A. I remember the word "N/A" by - I remember the floors. I remember a lot of - - it was - it was -- the report was a very -- I didn't like the report.

Q. Do you remember there was an "N/A by chimney?

A. Yeah.

Q. And do you recall what it said about the floors?

A. Terrible.

Q. Do you recall any other problems that were expressed in the report?

A. I didn't want to see any more. I wanted out of the house.

Q. Are you saying that you didn't even finish reading the report? Once you started through it and saw that it didn't have a fireplace and that the floors were terrible, you just wanted to cancel the contract?

A. No. She went through it. There was more -- like I said,

it was a big book, which is -which she let me know that that wasn't all the report. It was -- there was books about homeowner -it was just books about stuff that someone like me

would try to understand.

Q. Part of the report was specific to your house, and then a large part of this binder was just general information - A. Right.

Q. -- correct? Let me -- let me show you that. I'll tell you that I don't know whose handwriting that is on there. There is some handwriting on that. Do you know whose handwriting it is?

A. No.

Q. It's not your handwriting?

A. No.

Q. Other than the handwriting -- I assume there was no handwriting on the report that you saw?

A. Uh-uh.

Q. Okay. Other than the handwriting, just the typed portions of

that, does that generally appear to be the report you recall having seen?

MR. BISCHOFF: What we're referring to is a AmeriSpec Quality Home Inspection report dated -

MR. PRICE: Rick, have you given me a copy of that? I'm sorry. Go ahead.

MR. BISCHOFF: - August 22 of '95. You've given us several pages. It appears that

there's a couple of duplicate pages, and it does exclude some of the pages that I have, so why don't I -

MR. ZAHN: Use your copy?

MR. BISCHOFF: Yeah, why don't I give you mine. The one I have is numbered one through eight. So why don't we use that today, and I'll get a copy for each of you today.

MR. PRICE: I appreciate that. I've never seen that before.

THE WITNESS: Yes, this is an AmeriSpec report. This is the report without the writing.

MR. BISCHOFF: Let's use mine. Let's let him look at that, and

you can have that back. There's some handwriting that's different, but that appears to be the report.

BY MR. ZAHN:

Q. I'm handing you a different report which appears to be different handwriting. Do you know whose handwriting that is on that report?

A. No.

Q. Do you recall anybody writing on the report during this meeting that you-all had?

A. No. There was a signature of Fred Wade that was written. That was only written like a

handwriting.

Q. Okay. Tell me about the discussion you had in the conference room while reviewing that report or after reviewing it.

A. While reviewing it or after reviewing it? You're asking me two' questions, okay?

Q.Tell me about the conversation - you had a conversation with Ms. Myra about the report?

A. Oh, yes, uh-huh.

Q. Is that a yes?

A. Yes.

Q. Tell me about that conversation.

A. Okay. Well, I've already told you about

the first part of the conversation.

Q. You told her you wanted out of the house?

A. I asked her what was N/A, and she said, we'll have to find out. And when we got to the report, she let me know that only the underlined items are the most important part of the -- of the report.

So we just went on with the underlined items. And she went through, and as she did see all that, all this writing wasn't there.

We just went through the underlined items, and I told her, I said - - she was saying things like, you know, well - she said, well, let's find out about this N/A by

the -- by the chimney, the fireplace.

And keep in mind that she may be willing to fix up the floors

and all that, but I. have to find out about N/A before you make a final -- before you come to a final decision. And then -- because she was very happy.

Q. Ms. Myra?

A. I mean, she wasn't happy, but she was still -- she was just being the good realtor she was, she -- and still had my faith, that she needed to find out why the N/A was there, and that it's possible that

she might do the work before you make a final -- in other words, let me find out about this N/A before you make a final decision. And we can go look at other properties.

Q. Any other conversations or any other

things that were said between you and Ms. Myra at that meeting?

A. Ms. Myra wasn't there at the meeting.

Q. Who was it you were talking to, Ms. Robinson?

A. Carolyn Robinson.'

Q. Anybody -- any other conversations?

You talked about the floors and the fireplace in the report. Did you talk about any other aspects of the report?

A. Oh, yeah, she explained everything to me.

Q. And said, let's find out about the fireplace and find out whether the owner is willing to fix the underlying areas?

A. Before I make a final decision.

Q. What happened after that?

A. She went down the hallway

MR. PRICE: I'm sorry. I didn't hear what you said.

THE WITNESS: She went down the hallway

of Allied Brokers to find out about N/A.----and than said

MR. ZAHN: Q. She came back -

A. She came back.

Q. -- while you were still in the room?

A. Yes.

Q. And what did she tell you? She said -- she came back with a paper and she said that she -- I had to sign this dual contract to be able to communicate with -- to be able to communicate the information of -- from Ms. - from Ms. -- from the person she talked to down the hallway.

Q. Did you sign it?

A. Oh, yeah, I wanted to find out.

Q. And did she then communicate with you?

A. She came back and she said, Joyce, what I found out is that the fireplace don't have a chimney, but she was told that it was -- she said that Ann Pane said that it can be fixed; it just needs a chimney.

But the fireplace was there and it was a real fireplace.

-Q. What did you say?

A. I said I want out of this house

Q. And what did she say?

A. She said -she said that that she had, I think five - seven days to do all of the upgrades, and then we can just walk away.

Q. Any other conversation that you recall in the conference room on that day about the house?

A. Well, I thought it was unfair because I wanted to continue looking. But I don't recall. It's -- I just don't remember. In time maybe.

I just can't remember. Those are the most -- those are the

memories that I have of the devastation of the -- and all the repairs to not just the kitchen floor, but it just -- I didn't understand basic carpentry at that particular time. I think the only thing I knew basically was what a hammer was, so what she was saying was over my head, anyway. And she was saying a whole lot of

things over my head.

Q. Did you do anything during the next seven days about this house?

A. It's the worst seven days of my life. went out on my own and started looking at houses, and I called Ms. Robinson and told her that the seven days was up, and that's when I started dealing with

Ms. Pane.

Q. So after seven days you called Ms. Robinson?

A. No, it wasn't after; on the seventh day.

Q. On the seventh day you called

Ms. Robinson, and she referred you to Ms. Pane.

Did you speak to Ms. Pane on that seventh day?

Let me take time to recall. Yes, I know that I eventually spoke to her during that day.

Q. Tell me about that conversation with Ms. Pane.

A. Well, I talked to Ms. Robinson. She said, Joyce, this is the seventh day and anything can happen, and I think that Ms. Kirkpatrick might - this could be an indication that she might be able to do everything. And then I said, but this is the seventh day.

She said, but, Joyce, this is not after the TAYLOE

seventh day. She said, this is -- this is the seventh day. And I said, this is the seventh day, and let's go look at other houses. She said, well, I agree. And she went down the hallway. She said she had to go talk to someone, because she was in the conference room because she had -- she had -- I think she had someone else in there. I was not demanding her time, but I said that's the worst days, you know, waiting for -- it was just waiting for that time to be up where I could continue. And I think she did have another client in the conference room.

Q. When did you next talk to Ms. Pane?

A. She got on the -- Ms. Pane got on the phone because Miss Carolyn was busy, and I wanted to -- since it was the end. And Ms. Pane said, Joyce, you have to wait until five o'clock for the decision, and I think that a decision -- I think that she has decided to fix this house up. And at the time I didn't know who Ms. Pane was. I didn't know she was the owner or whatever, but I did state that it was unfair. Q. Do you recall anything else about that conversation with Ms. Pane?

A. That's all I can recall about that part of the day, yeah.

Q. When was your next conversation with Ms. Pane?

A. It was Carolyn Robinson who told me that 6the -- that Ms. Pane stated that the house -- that the -- that Ms. you have to be specific because I did not talk again with Ms. Pane that day.

Q. All right. Ms. Pane told you that on the seventh day you have to wait until five o'clock to make a decision, but I think Ms. Kirkpatrick has decided to fix the house; is that correct?

A. She almost came to like a decision.

Q. And that was the end of the conversation?

A. Right.

Q. And you left?

A. I was on the phone.

Q. Did you call back at five o'clock?

A. No.

Q. Did you go down there at five o'clock?

A. No, I went out looking for other

I'm sorry, I did call back. I told

Miss Carolyn that I found this house on,

it was like, Richmond Avenue near the beach.

It was like this little house, and it was -- and I told her I wanted

her to look into that house. And she said, Joyce, Ms. Myra said that Ms. Kirkpatrick decided to fix the house, all of the repairs.

Q. Did you ask who was going to be doing the repairs?

A. No.

Q. Did you ever learn that the repairs had been done, or did

anybody represent to you that the repairs had been done?

A. The answer to that question would be the 10, the 27, 19, 25 that Home Paramount had removed all damage, rotten wood, everything on a 90253 form, HUD form, that they have removed all damage from my -from the home. And the construction took that long, and that they have repaired all damage -

Q. What -

A. -- to the house.

Q. I think you said something like 10, 27,19, and 25?

A. 10/26/1995.

Q. On October 26th, 1995, you received a HUD form 92503?

A. I didn't receive it, but Miss Carolyn said that -- she couldn't say the company, but she

said that -- I mean, there's a lot that happened on there, but you said the day that I knew that the repairs was done to that house was -- she told me that all the repairs was done and that -- and I questioned her, are you sure they are done? She said, yeah, because they signed all the HUD papers, and

she said that Mr. Powell was a tough appraiser, the best, and that all the – that the company -- I didn't know about Home Paramount or anything, that that important form, the HUD forms, had been signed, so –

Q. And when did this conversation occur?

A. It occurred when I was growing out of patience waiting for the construction to be done.

MR. BISCHOFF: What days he's asking you.

BY MR. ZAHN:

Q. Did it occur at the closing? The day before closing? October 26? When did it occur?

A. I -- oh, it was before closing, for sure. That part, we know for sure, was before closing because the first original -- well, it was before closing. So we know it was before closing. I can't remember what date.

Q. Do you recall when the closing was?

A. The final closing, yeah, the 20th of

the -- 11/20/1995.

Q. 11/20/95 was the final closing. Had there been a prior

closing that wasn't consummated?

A. yeah, the 17th

Q. Of November?

A. Yes.

Q. Why did that closing not go through?

A. The heater.

Q. What about the heater?

A. I didn't think it was working.

Q. Who discovered the heater was not

A. I think Mr. Powell.

Q. And who was it again that told you all repairs had been performed?

A. Pane, Mrs. Carolyn Robinson.

Q. Anybody else?

A. Collateral said they had the forms that the workers then completed. I didn't know they was making reference to the 92053 HUD form. I didn't know the formality of -- but they have received - that they have received the forms of the work being done.

Q. Collateral was the finance company?

A. Right.

Q. Did you hire AmeriSpec or anybody else to

go back out and make sure the repairs had been done?

A. No, I didn't have time.

Q. Okay. And was it your -

MR. ZAHN: Can we go ahead and mark the home inspection report. (The document was marked for identification as Patterson Beggs Deposition Exhibit No.1.)

MR. ZAHN: The one that we have marked is the one that was produced by Mr. Bischoff to the extent that there are two different copies slightly different.

MR. BISCHOFF: And the one that I have is an eight-page report from AmeriSpec-Quality Home Inspections.

8/22/95 is the date on it.

BY MR. ZAHN: Q. Now, just so we're sort of clear, it was your understanding then that what is in this report, those sections that are underlined, were to be repaired prior to closing?

A. The sections that are underlined, and the inspection from the appraiser, Mr. Powell's report, as well. And Ms. Ann Pane said I will have like a new house.

Q. When did Mr. Powell give you this

appraisal report?

A. He gave it to my realtor, Ms. Carolyn Robinson.

Q.Okay. When did he give it to Ms. Robinson?

A. I don't recall, but I do recall the conversation with Ms. Carolyn Robinson and Ann Pane, and they both said that the bank's -- the bank's appraisal report included -- the conversations included some things, some other things, but it will all be repaired.

Q. So there is a bank appraisal report that includes additional things to be repaired that are not included in the AmeriSpec report?

A. She pretty much said it was a -- like I said, I didn't understand this. When they explained to me -- I guess my bottom line is, will it be fixed? And she said it explained some other -- some other areas they are -- coincide, and Ms. Pane

said they will fix it, that that would be fixed as well. She could have mentioned construction. These things was over my head; I didn't know what a fascia was. I didn't know all that. The only thing I wanted to know was, was it going to be fixed? And she said these things would be fixed.

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MR. BISCHOFF: Do you not have a copy of that?

MR. PRICE: I don't either.

MR. BISCHOFF: Did you need the report?

MR. ZAHN: I'll try to continue.

MR. BISCHOFF: I need to take a little break, anyway.

(A recess was taken.)

BY MR. ZAHN:

Q. Your attorney has produced an appraisal report that is out being copied.

A. Okay.

Q. But do you recall that there was only one appraisal report, or was there more than one?

A. Well, Ms. Pane stated that -- I know that

there was a pest control report that had to be done or something, and I asked her about that, and - that report. I didn't know, but I just know that there was -- just in the procedures like - (The document was marked for identification as Patterson-Beggs Deposition Exhibit No.2.)

BY MR. ZAIN: Q. Looking at what's been marked as Exhibit No. 2, a uniform residential appraisal report, eight pages

long, is this the report we've been talking about?

DO you recall having seen this?

A. Yes, but there was only one statement on here that is mine. There is This is the report. writing on here. That is not mine, my handwriting.

Q. Are you referring to the writing that's on the [age at the top that says "roof Report" and says "The Roof Is Over 60 years Old?

A. Yeah, I wrote this when I complained the state department about Home Paramount. And I wanted to point this out as well, that this was the last inspection, that this is the -- this is when I called Mr. Burns when HUD asked me to call and find

out who was the inspector that passed this work. I wrote this statement when I sent my -- the complaint to the state department about Home Paramount's work and -

Q. That Home Paramount was supposed to fix the roof?

A. No, I just wanted to point out that I was talking to the state department and also HUD about -- about the last -- about the roof being about 60 years old. In other words, it was 1960 since the last inspection permit was on this residence, so I was pointing out that the roof was the last work to be

1recorded on the residence as far as permits was concerned.

Q. As far as any building permits?

A. As far as any building permits whatsoever.

Q. And what does that have to do with Home Paramount?

A. Well, it was just a whole bunch because of -- if Home Paramount would have gotten an inspection, they would have known that. We would have known the City and the Hampton City reputation that, I know of now would have been able to save us from this disaster.

Q. In what regards?

A. Because they would have came in and they would have -- if Paramount would have gotten - you ask the question. Ask me another question.

Q. How could Home Paramount have prevented you from purchasing this house?

A. If they would have gotten a permit, the City would have protected me and my kids, and they would have known this house was rotten.

Q. What -- we've got Exhibit 1 and we've got Exhibit 2, and in both of those there are areas that it's your understanding were to be repaired before you

closed on the house?

A. Exactly, on both reports.

Q. Are there any other reports that list areas that were to be repaired before you closed on the house?

A. Yeah. Ann Pane told me about an inspection, that the pest control company found some additional problems. And she said, Joyce, you're going to have a new house when they get finished.

Q. Okay. The termite inspection, is that -

A. Well, she just said the termite inspection. There was another inspection. Termites, she said. She said the bank appraisal reports stated -

MR. BISCHOFF: Joyce,. it's important that you answer the question that he's putting to you

THE WITNESS: Okay, okay.

MR. BISCHOFF: -- so that we can get out of here at a reasonable time.

THE WITNESS: Okay.

MR. BISCHOFF: Do you have that, Rick?

MR. ZAHN: I would hope that I do.

MR. BISCHOFF: I've got, at least, what appears to be part of it, if not all of it. Do you have that?

MR. PRICE: No.

MR. BISCHOFF: Let's put that aside. I can make a copy of it.

BY MR. ZAHN:

Q. MR. PRICE: Yeah, that can wait.

BY MR. ZAHN: Q. Is that the report that we're talking

about, a two-page report?

A. I never saw it. I just went by what her words was.

I never saw it. She just said...

Q. So you don't know?

A. I've never seen it, no.

Q. Okay. Do you know of any other repairs, other than those contained in what I'm going to mark as Exhibit 3, a two-page document, moisture report and wood destroying insect report, the -- Exhibit 2 and Exhibit 1, no other documents that showed what Repairs----

A. Right, I've never seen it. I just trusted the words she said. I've never seen that inspection -- insect report she was talking about.

(The document was marked for identification as Patterson-Beggs Deposition Exhibit No 3.)

Q. Okay. So you don't know of any other

repairs that were to be performed to the premises other than those repairs that are listed in Exhibits 1, 2, and 3?

A. I don" know about three because I've never seen it, but I do -- I've seen this.

MR. BISCHOFF: Trying to cut to the chase a little bit, we also have home Paramount's proposal -

THE WITNESS: Oh, yes, that's dated the 23rd.

MR. BISCHOFF: Wait a minute.

We can't have three people talking for the court reporter.

THE WITNESS: Okay. I' am sorry.

MR. BISCHOFF: I think that -- there's this document, which is a four-page proposal for Home Paramount concerning repairs that were supposed to be made, which I think you have.

MR. ZAHN: But I think -- that document though is under a different

BY MR. ZAHN: Q. In other words, these are what you were requiring to be repaired before you purchased the property? By "these," I'm referring to one, two, and three?

A. Just these two.

Q. You don't know about three?

A. I don't know about this one. I knew that she was referring

to –

Q. And I think there's some overlap in all fairness between one, two, and three. And some of the -- some of the things that the appraiser picked up are the same things that the AmeriSpec people picked up, are the same things that were picked up in the WDI?

A. No, that's not correct.

MR. BISCHOFF: Well, the documents speak for themselves.

MR. ZAHN: They do.

BY MR. ZAHN: Q. Do you know which repairs Home Paramount was supposed to perform?

A. When I came to know of Home Paramount, did I know what it was?

Q. Yes.

A. It wasn't until March of 1996.

MR. BISCHOFF: Answer the question that he's asked you.

BY MR. ZAHN: Q. Did anybody go out on your behalf to see whether the repairs had been performed by the owner

prior to your purchasing the property, going through

with the closing? Just the appraiser?

A. Just the appraiser.

Q. When you moved into the house, when did you first learn that the repairs you claim had not been performed?

A. Day three.

Q. What happened on day three?

A. One of the kids touched a wall and paint fell off, the floor started feeling strange, and the water.

Q. And what?

A. The water thing wouldn't turn on.

Q. The water?

MR. PRICE: I'm sorry. Did you say the floors started feeling strange?

THE WITNESS: A. Yeah, the floor started feeling strange.

BY MR. ZAHN: Q. When did you first notice the floors feeling strange?

A. I washed a load of clothes and it was going like this and the floor was shaking along with it.

MR. BISCHOFF: You're using your hands in

an up and down motion to show that the floor was unstable?

THE WITNESS: Yeah.

MR. BISCHOFF: I did that for the court reporter's sake. She can't get your motions.

THE WITNESS: Oh, I'm sorry.

BY MR. ZAHN: Q. Was that in the same area that it had felt spongy before?

A. Yeah

Q. Did the area where the floor still feel spongy still feel spongy?

A. yeah.

Q. Is that when you first moved in?

A. I'm not going to use the word "spongy" because I was rotating with the washing machine. I was -- I was vibrating with the washing machine. The rotation of the washing machine. I was vibrating with it.

Q. When the floors -- when the washing machine wasn't going, did the floor still feel strange on day three?

A. Yes, as I washed it.

Q. Pardon?

A. I washed again.

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Q. Well, when you washed again, the washing machine was running, correct?

A. Yes.

Q. When the washing machine was not running, did the floors feel strange?

A. Yeah, because that was a weird experience; you just don't -- I just -- you know, it just -- you asked the question, did I notice - when did I notice, and that's when I noticed, and - I mean, that I was vibrating with the floor. I didn't really know any serious problems, but I was having -and that's my answer. I don't know how to answer your other question.

Q. Well, when you first looked at the house, you said the floors in the kitchen felt spongy?

A. Uh-huh.

Q. Is that a yes?

A. Right.

Q. And when you moved into the house, did the floors in the kitchen still feel spongy on the day you moved in?

A. It didn't. Not really off the bat, no, it didn't. It just - see, the floor covers was changed, and I really -- I really didn't walk. It's just a -- I have so many kids.

You've got to

understand I've got kids, and when I -- I didn't walk -

MR. BISCHOFF: Joyce, answer the question that he's asking, okay?

THE WITNESS: Give me the question again, Mr. Zahn.

BY MR. ZAHN: Q. On the day that you moved into the house, did the floors in the kitchen feel spongy?

A. Yeah, yes, because I washed the clothes.

Q. When you washed the clothes, the floors shook?

A. Yes.

Q. After the washing machine stopped, did they still feel spongy?

A. Start the question -- no.

Q. Well, when you first saw the house -

A. I don't know. I can't remember.

Q. Okay When you first moved into the house, did any of the

other floors in the house feel spongy to you?

A. The living room. When you walked, you could hear the wood. It didn't - - it just -- you can hear the noise.

Q. Any other areas of the house where the

floors felt spongy when you first moved into the house?

A. Not spongy, but the wood made a sound in every room.

Q. Did you do anything about that? Did you 6go underneath the house to look?

A. No.

Q. Did you call anybody out there?

A. I thought it was creeks of an old house. I have an old house.

Q. You thought it was the creeks of an old

At some point, I understand, your son put his foot through the floor? You-

Q. Did your son get hurt in the house?

A. Yes, he did.

Q. How did he get hurt?

A. He was walking out of his bedroom and his foot became trapped and -- right in front of me and my husband. He just landed sideways and

Q. What did his foot become trapped on or in ?

A. In the wood. And there was like - just in the wood.

Q. All right. This was outside of his

bedroom in the hallway?

A. It was like coming out.

Q. And how exactly did his foot become trapped in the wood?

A. He was just regularly coming out of the bedroom, and the foot just -- he just landed right there and just - - he just landed in his - he just landed.

Q. When he landed, did you look where his foot had been when he tripped?

A. Yeah, I looked where his foot had been.

Q. What did you see?

A. It's just carpet there, and but we was more concerned

about -- we was more concerned about him. And we immediately got some water and -

MR. BISCHOFF: Answer his question, please.

THE WITNESS: Okay.

BY MR. ZAHN: Q. What did your son trip on?

A. The wood.

Q. Okay. What aspect of the wood did he trip on?

A. The wood in the door space of his room.

Q. Was it a door jamb?

A. No, it was -- it was the middle of the door -- right, the door.

MR. BISCHOFF: Is it the threshold you're referring to?

THE WITNESS: Yeah, I'm sorry. I just don't know the termination (sic) of wood.

BY MR. ZAHN: Q. He tripped over the threshold to the door?

A. Right, exactly.

Q. Was there anything unusual about this threshold?

A. The wood was rotten.

Q. Had you noticed the wood on the threshold was rotten before he fell?

A. No.

Q. Had you looked at the threshold before he fell?

A. No.

Q. Was the threshold visible before he fell?

A. No.

Q. What was covering the threshold?

A. Carpet.

Q. So underneath your carpet you did have hardwood floors?

A. Well, see, it was -- it was the wood and the carpet; it was right where the carpet and the wood met.

Q. In the hallway outside your son's bedroom there's

A. There's carpet.

Q. - carpet? Under the carpet is a hardwood floor?

A. Uh- huh.

Q. In your son's bedroom, was there a hardwood floor under the carpet?

A. Yes

Q. But there was carpet over the hardwood

A. Yes.

Q. The carpet that was in your son's bedroom was different than the carpet that was in the hallway?

A. Right.

Q. But over the threshold to the door was carpeted?

A. No. That's wood.

MR. PRICE: Rick, give me just a second. Maybe just to keep things moving along here, this is something I was going to key on. If I'm correct – this might be helpful to you -- I believe this is the

bedroom we're talking about, and this is the picture of the threshold they produced.

MR. BISCHOFF: Right.

MR. ZAHN: Okay.

BY MR. ZAHN: Let me show you
MR. PRICE: This was produced yesterday

BY MR. ZAHN: Q.-- the October 15, 1998, report of Mish Engineering Concepts.

MR. BISCHOFF: Which page are you on?

MR. ZAHN: I'm trying to find a page number.

It's sheet two of three.
MR. BISCHOFF: It should be' up at the top unless it was cut off.

MR. ZAHN: It's an appendix to the actual report.

MR. PRICE: The second diagram

MR. ZAHN: Sheet two of three.

MR. PRICE: -- showing the floor plan inside.

MR. BISCHOFF: I got it.

BY MR. ZAHN: Q. Bedroom one, that's your son's bedroom?

A. Right.

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Q. If you can flip to page 37, at the back

of the pictures, there's a photograph on the top, 1-7,

a close-up of missing threshold allowing opening

directly into crawl space below.

Is that picture

MR. ZAHN: Can I get up and look at this?

MR. BISCHOFF": Please.

BY MR. ZAHN:

Q. Does this picture accurately depict the
way your son's bedroom and the hallway and the doorway
looked on the day that he fell?
A. No. There was a little carpet right here
and it had like a train track in it.
Q. Okay.
MR. BISCHOFF: You're pointing to the
upper right-hand portion of the photograph?
THE WITNESS: Right.
It's a little -
MR. BISCHOFF: Was it a throw rug?

THE WITNESS: It was like a little throw
rug with like a little train in it.
MR. BISCHOFF: A train pattern?
THE WITNESS: A train pattern.
BY MR. ZAHN: Q. So it was a throw rug in your son's room,

but the rest of it was the exposed hardwood?

Right.

Q. Was there carpeting extending over the threshold area of the door?

A. Yes, it was, but his foot went down here, right in there. That's actually loose; it just went -- just right down there.

Q. His toe went through the floor?

A. Yeah, his foot went right like down there.

MR. BISCHOFF: And you're pointing to a location about in the middle of the photograph into what appears to be a gap between the hardwood floor and whatever this silver piece of strip here is?

THE WITNESS: Right.

MR. PRICE: Can I jump in here and ask one question? Was this cut out of the area here where it looks like a blue rug was cut out?

MR. BISCHOFF: I believe that's folded back.

THE WITNESS: No, that was folded back. That was folded back.

MR. PRICE: Okay. For the purpose of this picture?

THE WITNESS: For the purpose of the picture.

MR. PRICE: But at the time your son fell, did it cover all of this area we were just trying to describe?

THE WITNESS: Right, it covered this area. to about -- see where that blue is right there, but his foot went like underneath that. His foot went right down here.

BY MR. ZAHN: Q. So you're talking about the blue area that looks like -- is that a metal strip; do you know

A. That's a metal strip.

Q. And there's a silver metal strip running inside the doorway on the floor?

A. It's not metal. It's like -- it's bendable, but it could be bendable metal.

Q. It could be.

A. Yeah, it's very lightly metal.

Q. On that strip is what appears to be the edge of the carpet? When you peeled it back, it left some there; is that correct?

A. Yeah. Well, when he went — when he went, yeah.

MR. BISCHOFF: Answer the question.

THE WITNESS: Yes.

BY MR. ZAHN: Q. And the hardwood floor that's depicted in here is as it appeared on the day that he actually tripped?

A. Right. A little dusty, but yeah.

Q. And there appears to be a gap between the edge of the metal strip and the hardwood, there appears to be, in the photograph. Was there actually a gap there?

A. Yes, it was.

Q. as, it was.

Q. And that gap was there on the day your

A. Yes.

Q. That's where his foot went into?

A. Right.

Q. And there was -- did he break off that,

or was that gap there before, or do you know?

A. I don't know.

Q. you don't know whether the gap was there
before the day he fell or not?

A. From me vacuuming up that rug and picking up all of the

toys, I would think there was no gap.

Q. You don't recall seeing a gap there

before, you said?

A. No.

Q. Did you hear wood crack when he fell?

A. No. I -- I heard his body.

Q. Was the gap clearly visible after he

A. No.

Q. What was covering the gap?

A. The carpet. Well, it wasn't covering the
gap. It just like all went back, just –
Q. What I'm trying to figure out is whether your son tripped on a gap that was there before he fell or whether he put his foot through and –
A. No, there was no gap visible. And I
cleaned their room all the time. I picked up his Army
men this morning.
MR. ZAHN: Do you want to go? Do you have some questions?
MR. PRICE: Yeah.
MR. ZAHN: If you want to go ahead and let me look through this.
MR. PRICE: Is that okay with you?
MR. BISCHOFF: Yeah, that's fine with me.
EXAMINATION
By MR. PRICE:
I represent Wrightway, Tommy E. Wright,

trading as Wrightway Enterprises.
A. Okay

Q. Did you ever meet Mr. Wright? Do you recall meeting him?

A. Yes I recall meeting him.

Q. When did you meet him?

A. At a meeting that I called for all the contractors in August of 1996.

Q.. After you moved in?

A. Oh, yeah.

Q. What was that meeting about?

A. The house was falling apart.

Q. Okay. And who attended that meeting?

A. Mr. Wright was the only one who showed up

Q. Okay. Prior to moving in, did I understand that you were not present when any of the supposed repairs were being effected?

A. No.

Q. So that was the first time you met Mr. Wright?

A. Yes.

Q. How did you even know he had done Anything?

A. I didn't know who he was. I

Q. Well, all right. That's what I'm asking you, how did you get him to the meeting?

A. I -- well, he was at my door, and I asked him what company did he represent, because I had a checklist, and when he said Wright Enterprises, I said, there must be some mistake; you're not on here.

Q. So you didn't when he showed up, you didn't know who he was?

A. Right, I didn't know who he was.

Q. Do you know how he even knew to be there or why he came?

A. He stated that Home Paramount -- quote, Home Paramount told me to come out. And I said, why? And he said because he was a subcontractor, and if he didn't come, they was going to go after his father's business, or -- I can't recall. I can't recall the conversation completely.

Q. Did -- after you -- after you had this discussion about why he was there, did you discuss the repairs, or lack thereof, with him?

A. Yeah. I figured out basically who he was, and that he

finished my little notation on my chart. And I did -- I said, I still don't know who you are; you're not on here, but I'll show you what's going on with this house.

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Q. Okay. What did you show him basically?

A. I showed him at that particular time the kitchen floor. It was like three inches all the way down, big slide in the middle, the wood exposed; you can crumble it with your hands. And I showed him all this stuff. And I had on my table the AmeriSpec report and the -- and the appraisal report and asked him did he see those things, did he have any knowledge of these.

Q. And what did he say to that?

A. He said he'd never seen them before.

Did you show him the area where -- that you previously described and pointed out in picture number

MR. BISCHOFF: 1-7.

-- 1-7 on page 37, did you show him that

1-7 no. This is --

Q. Actually -- I'm sorry. Let me get my dates straight.

Forget that.

A. Okay.

Q. This is the year before, I'm sorry.

Did he tell you what he had specifically

done by way of repairs?

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A. Well, after I showed him where my daughter fell through the floor coming into the kitchen into the steps, so I showed him where she fell through, and asked him did he have anything to do with that, because I wanted to find out who had something

to do with that, uh-huh.

Q. And what did he say?

A. He said no.

Q. Do you remember what he told you that he

actually did?

A. He said that he was attempting to do his work. He said he said, he said I told Bill Halsey that he could not put his work

back together because the wood was rotten.

Q. "Put his work back together," do you know what he meant by that? Did that make sense to you?

A. No. I was interested ,in finding out who was this Bill Halsey. He could have been stating -- I didn't buy a book for basic carpentry, even at that particular time. I still -- this terminology was over my head as far as what he was saying, that he couldn't put a seal back together.

Q. Did he make any other statements to you about anything he had done or anything he had said to Home Paramount or Bill Halsey or anyone else about the

repairs?

A. Yes, he stated that that Bill Halsey was still at the residence. And I asked him who was Bill Halsey, and he said he was from Home Paramount.

Q. Okay.

A. And then I looked on the paper because I didn't -- Home Paramount just wasn't really -- you

know, I wanted to familiarize -- went back and said, okay, that's the company that you -

Q. What paper are you referring to?

A. It was a list that I had of my closing papers, like just -- it was just Home Paramount -- it was just a list of all the people that I asked to come out.

Q. Anything -- what I want to know, Mrs. Patterson-Beggs, is anything at all that Tom Wright said to you regarding the repairs that he, himself, did or what -- or repairs that Home Paramount was supposed to have done or conversations he had with anyone about the repair.

Is there anything else that you haven't told me yet that you recall?

A. He made reference to a Bill Halsey of his concerns of not being able to put his work back together. And he stated to me -

Q. Put his work -- let me stop you again. You've used that expression twice.

He said something about a conversation with Bill Halsey and told Bill Halsey that he could not put his work back together?

A. Exactly.

Q. Do you know what he meant by that?

A. No. I---

Q.Do you remember anything else?

A. Not in detail, no specifics.

Q. Well, generally speaking?

A. Oh, well, he said -, his quotes, continue -- that Bill Halsey said do what he was paid to do, and that he would -- that he'll take it from there.

Q. Bill Halsey -- by that, did you understand him to mean that Bill Halsey told him in response -- let me start over again.

He told you that he told Bill Halsey that he could not put his work back together, or words to that effect? That's Tom Wright talking to Bill Halsey?

A. Right.

Q. And he told you that Bill Halsey said in

response to him words to the effect of, do what you were paid to do or hired to do and -

A.. He'll take care of it.

Q. -- he, Bill Halsey, will take care of the rest?

A. Correct.

Q. Any other details of your conversation with Mr. Wright that you recall?

A. I took him in my -- I just took them all over to the house and just -- and he said he was sorry, and he said -- he said he was sorry, and he said a prayer for us because the house was falling down.

Q. Did he give you any indication, directly or indirectly or in any way, that he felt responsible for the problems you were experiencing with your house?

A. No. He said he had no idea.

Q. He had no information to give me. He didn't know what this

was.

Q. No. My question -- let me ask you the question again. And you were showing him the things that were wrong with your house, as you have said was falling apart. In showing him that, did he in any way indicate that he felt he was responsible because he failed to do something or did something incorrectly?

He said he often wondered about the -

often wondered about Home Paramount, and he -- I can't recall. I can't recall because I think he said that they didn't pay him or something. I don't really recall. I was just interested in specific information.

Q. I'm going to have to press you a little bit here because I think it's a fair question. You didn't sue my client,. but Home Paramount has brought my client in and said, it's not our fault. It's your fault, okay. That's why I'm here. That's why Mr. Wright is a part of this suit. What I'm asking you, did Mr. Wright in your conversation with him that day give you any

indication that he, Tom Wright, trading as Wrightway Enterprises,
felt responsible for anything that you showed him that day?
A. No.
He was -- well, he was upset at Home Paramount.
Q. But not -- he didn't give 'any indication,
I gather, that he had done anything wrong, in his opinion? That's all I'm asking you.
A. No, just his willingness to help.
Q. In what way did he indicate he would help?
A. The City of Hampton told him he 'can't

help, he couldn't help put anything over anything because it -- they didn't have 'him like I didn't have him.
MR. BISCHOFF: Joyce, the question was, how did Mr. Wright express his willingness to help you. Now, answer that question.
THE WITNESS:

He was going to try to find me an attorney.

BY MR. PRICE:

Q. Okay. But -

MR. BISCHOFF: Let the record reflect it

wasn't me.

BY MR. PRICE: Q. But he wasn't then talking about doing some further repairs for you?

A. Yes, he did say he wanted to.

Q. Do what?

A. Wanted to make it safe for the kids to enter when my daughter fell through the steps.

Q. And those steps were at the front of the house?

A. It was in the back of the house, and my daughter fell through the steps coming into the kitchen.

Q. Did you subsequently hire him to do

something back there?

A. No.

Q. Did you ever see him again after that day that you recall?

A. I -- I honestly -- I don't recall.

Q. Did any - did you ever see anyone from Home Paramount, Bill Halsey or anyone else?

A. I never met Bill Halsey. I met Mr. Tom Powell.

Q. Okay. And he worked for Home Paramount?

A. Yes, branch manager.

Q. When did you meet with him?

A. I don't recall the date.

Q. Well, let me -- after your son's accident or before?

A. Before my son's accident.

Q. Okay. What was the purpose of the meeting?

A. They received -- they responded to the City's letter stating their violations.

Q. I'm not familiar with what you're talking about. Was this that the City did an inspection and found violations of city codes; is that what we're talking about?

MR. BISCHOFF: Let me show you one, if I

1 can find it.

BY MR. PRICE: Q. While your attorney is looking, you

indicated that in speaking -- in your conversations with Mr. Wright that day he came over, that he made some reference to the fact that he couldn't do anything because Home Paramount had not gotten a permit -- or maybe I'm extrapolating, but you indicated he gave some indication that he couldn't help or you had a problem because the City -

A. No, the City wasn't involved at that time. He -

Q Mr. Bischoff has handed me some letters from the City of Hampton to you. The earliest date of what I've got in front of me is dated September 16,1996 -- actually, it's a letter to Mr. Tom Powell - I'm sorry -- branch manager at Home Paramount.

MR. BISCHOFF: Have you seen that?

All right. I've got some more documents we've got to get copied.

MR. ZAHN: Of course I should have.

BY MR. PRICE:

Q. The letter addressed to Mr. Powell says, Dear, sir -- look at it. When did you first become aware of that letter?

A. Our - - I was first aware of this letter going out by Mr. Burns probably one -- one week after my failed meeting that I had at my house.

Q. The meeting with Mr. Wright?

A. The meeting that I called for Home Paramount to show, and they didn't show. And the next following week the City was involved.

Q. Did you get the City involved?

A. Well, when I called HUD, HUD told me to find out -- when they got the binder, which is a list of all work done to 312 South Willard Avenue, they told me that I needed to find out who was -- who was the-inspector who passed the work on this house.

Q. Meaning the city inspector?

A. The city inspector.

Q. Okay. And from there you contacted the

A. Yes, spoke to Mr. Burns.

Q. And then you, I gather, found out that there had been no permit and, therefore, no city inspection?

A. They had no knowledge that this work was happening.

Q. And is it your understanding that that's what generated that letter, your conversations with

the City?

A. Exactly. This is the letter they sent out to Home Paramount.

Q. And did you then discuss this with Mr. Powell?

A. Yes, Mr. Powell.

Q. And what did he have to say?

A. Mr. Powell came into my house. I showed him around the house and my obvious falling floor, and he jumped on my kitchen floor and stated to me that my . floor was not falling; he didn't feel any strain.

Q. Did you ask him about the lack of a permit and lack of inspection by the City?

A. Yes. After I thanked him for insulting my intelligence and showed him the floor. That obviously was three inches below the wall, I asked him how he could come in and insult my intelligence and not even get a permit as well.

Q. What did he say about the lack of permit?

A. He said that he — that the permit will be gotten.

And I asked when; I'm concerned about my children.
I asked he said that he will soon obtain -- he did
acknowledge that he got this letter.
I asked him what is Home Paramount going to do about
the safety of my kids. He mentioned Mr. Tom Wight,
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and I said -- I reiterated to him that the City held
them responsible because they signed my closing
papers, that they removed it. And I asked him was they going
to move me and the kids out. And then I did ask him again
how
can you stand in a dip and my refrigerator is leaning
over towards you and you tell me that my -- that my
kitchen wasn't falling, and I asked him what was he
going to do about it.
Q. And what did he say?
A. He said that he was going to -- he was
going to get a permit.
Q. And did you ever have a conversation with
him after that?

A. Several.

Q. In any of those subsequent conversations, I did he make any promises to you about what he would do ! or tell you what he wouldn't do?

A. He said that -- every question I asked him about the safety, you know, what plans do your company have, I constantly called him -

Q.Did he ever say he would do something specific?

A. Yes. He said that Home Paramount will get a permit and walk through with the inspector. And

Q.Did he ever get a permit, to your knowledge?

A. Yes, he did.

Q. And after he got the permit, what, If anything, did Home Paramount do?

Mr. Tom Powell came out with a David Langille; he's an inspector.

Q. That's a gentleman who signed the letter

in front of you, David Langille?

A. This one here is signed by Mr. Burns.

Q. I'm looking here at a I'm sorry. subsequent letter.

And this is dated November - what is it dated?

MR. BISCHOFF: 15, 1996.

L-A-N-G-I-L-L-E.

BY MR. PRICE: Q. Mr. Powell came out with this gentleman,

Mr. David Langille, and what transpired?

A. They both went underneath the house,

They went around -

Q. After they had gone to the house and gone

around the house, were any promises made by Mr.

Powell about doing anything further by way of repairs?

A. Well, it was a very lengthy conversation.

He did state to Mr. Langille that -

because they wanted answers and they wanted this work done, and he explained the safety and everything.

He just explained a lot of high-tech stuff to him.

I say "high tech" because, again, this is over mean, my head.

Q. This is Mr. Langille telling Mr. Powell -- or giving Mr. Powell a list of specific things that the City wanted done; is that fair to say?

A. Yeah, because there was -- I don't know the name of the woods, but there was wood that wasn't even connected to anything, that was a very unsafe situation for us.

Q. Okay. And did Mr. Powell, in response to Mr. Langille's list of things to do, make promises that he would do those things?

A. Exactly.

Q. Did he ever do any of those things?

A. No.

Q. Now, when did that take place, that the

letter -- the last letter we referred to is dated

November 15 or 16.

Is this joint inspection with when did that happen relative to

that letter? After that letter?

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MR. BISCHOFF: Wait a minute.

There is -- in this November 15,letter a reference

1996, made to an October 4,1996, meeting because it says,

nothing has been done since we met at the above-referenced

property on October 4,1996.

BY MR.PRICE: Q. To the best of your recollection, is that

when the meeting we just talked about took place around

October 4?

A. I think it was. It was the meeting with

the inspector, yes, before.

Q. The meeting - let me be sure I'm clear and .you're clear. The meeting that you've been describing where Mr. Langille and Mr. Powell came to your property and they crawled under and walked around and Mr. Langille said, I want you to -- gave him a list of items to be taken care of, that meeting took place on October 4th?

A. October 4th.

Q. Okay. And nothing was ever done after that by Home Paramount?

A. not even after he had explained that No, the bathroom was sideways, and he explained that there was joists that weren't connected to anything.

Q. Your attorney has just handed me a letter dated October 30, And this is addressed to 1996. Mr. John Pane, doing business as Panco,

P-A-N-E, P-A-N C-O, Service Company.

Is it your understanding that Panco Service Company was supposed to do some of the repairs as well as Home Paramount?

A. Yeah, but like windows, not -- not the structural.

Q. And this letter from Mr. Burns indicates that they didn't get any permits or have any inspections?

A. Exactly. Garage.

Q. Tell me again -- and I think Mr. Zahn covered this earlier, but when did you actually have to move out of the property? I know we got the date here.

A. We was requested to move out of the property after the second child became hurt in that house.

Q. That was June of '96?

A. That was June of -

Q. Of '97?

A. Right. Around -- of -- I would say the

end of the -- end' of June, something like that.

July

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1st, somewhere around that time.

Q. So by the fall of 1996, clearly there were problems,

serious problems; you had tried to convene the contractors,

and only Mr. Wright showed

up; the City after that became involved;

the city inspector met with Mr. Powell at your property?

A. Several times.

Q. There was a long list of things that

needed to be addressed immediately, and promises made

by Mr. Powell that these things would be fixed or

repaired, and nothing got done?

A. Right. That was the flunked -- they

flunked the third inspection.

Q. Well, we've got subsequent inspection,

but was there any attempted to do any repairs?

A. Yeah, there was attempts.

Q. Okay. let's talk about that.

Well, When and by whom?

A. By Home Paramount people.

I don't know where they got them from.

That just was representatives of Home Paramount.

Q. Maybe I'm not listening well, but I

thought you told me Home Paramount never did anything

even after –

A. I don't know who these guys was,

but they

didn't do -- they didn't repair the house.

They did something while I was there.

Q.So after Mr. Powell and Mr. Langille met

and Mr. Langille gave a list of things that needed to

be done and Mr. Powell said we, Home Paramount, will

take care of it, Home Paramount did attempt to do some

things, right?

A. Right.

Q. When did those attempted repairs take Place?

A. In a year-and-a-half, almost two-year span.

Q. These letters are dated fall of '96, October and November of '96?

A. Exactly.

Q. The following June is when your son, Cornelius, hurt his foot coming out of the bedroom.

That's seven, eight months?

A. Well, that's 1997.This is 19 well, about a year. I'm sorry. It just seemed like it was that long.

Q. I'm correct on what I just said

date-wise, right, all this correspondence in front of

us is October, November '96? Your son was hurt June

21, 1997, according to the motion for judgment,

c

orrect?

A. Correct.

Q. So we're talking -- is that the time span when Home Paramount tried to do some repairs or -

A. Right, in between October -

Q. How many times and different occasions did Home Paramount send someone to your property to do work?

A. Several times.

Q. And were these for a matter of days or a couple hours or -

A. They wouldn't move us out, so I was at work

Q. Ms. MR. BISCHOFF: Just answer the question.
BY MR. PRICE: Q. I'm not trying -- I promise you I'm just trying to become informed here.
I'm trying to get the big picture right at the moment that after you realized that the work that was supposedly done, didn't get done, right? All right?

A. Uh-huh.

Q. I'm just trying to find out what Home Paramount then or

anybody then tried to do to make it right,

and you've told me that there was a meeting

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we've talked about several times,

and I initially understood you to say nothing was ever done.

we're talking about the fact that Now, some things were done;

Home Paramount came there several occasions and did what?

What did you observer them do or try to do?

MR. BISCHOFF: If anything.

BY MR. PRICE: Q. If anything?

A. I just heard noises underneath the house

Q. So they came there on several occasions

and somebody got under your house and tried to do some work.

Do you know the names of the people that Showed

up and did this work?

A. No, they was just represented - they

said they was Home Paramount.

Q. Okay. You didn't get any names?

A. (Witness shakes head.)

Q. And Mr. Tom Wright was never any part of that process?

A. (Witness shakes head.)

Q. When was the last time that they came out and did anything?

A. July 1997 and the middle of July.

Q. After your son was hurt?

A. Right.

Q. Did you -- could you from inside the house note anything different after they came on any one of these occasions? Did the floor get jacked up? Did holes get plugged? Did you see anything from inside the house to indicate to you they had done anything?

A. the floor that was falling over Yes, towards window.

Q. Which was where?

A. In the back -- the kitchen was risen up from about four feet down to up, but the other side fell. The other side was falling.

Q. Did you notice anything else inside the house? Could you see anything inside the house to indicate what they were doing below the house?

A. That's all.

Q. All right. After they had been there the last time, was there another city inspection, I gather?

A. They flunked that one, too.

Q. That was the third city inspection?

A. That was the last.

Q. When did the other two inspections take place? Is the first one the day that Mr. Langille

came out there?

A. Right.

Q. October 4th?

A. Right, yes.

Q. When was the second one roughly?

A. I don't recall, but it was either

December, December 1996.

Q. Do you know why they flunked the first

inspection - - the second inspection?

A. Because none of their work was done.

Nobody -- as far as I'm concerned, with David

Langille, his face was -- he just flunked the whole

thing, just flunked the whole thing, and had a long

conversation with Mr. Powell as far as everything.

Q. This was the second time, the one you

think might have been in December?

A. This is the first; this is October 4th.

Q. Okay.

that's when Mr. Langille Well,

determined what the problems were?

A. Yeah, but You pass or flunk.

Q. Okay. So they flunked. Then there was

some subsequent attempts at repairs, a city inspector

came back out in, you think, December?

A. Uh-huh.

Q. And what did he tell you after that

besides they flunked?

Did he give you any specifics?

A. Again, he stressed -- he gave specifics

to Mr. Powell and a Keith Johnson.

Q. So they were -- you were there when all

this took place?

A. Yes.

Q. Okay. This was in approximately December

of '96?

A. Uh-huh.

Q. what did Mr. Powell say at that point?

And Mr. Johnson -- excuse me. Mr. Johnson is from Home

Paramount, too? That was your understanding?

A. Uh-huh.

Q. What did either one of them say, Powell or Johnson?

A. They was just listening to everything Mr. David Langille had

to tell them.

Q. But you don't remember anything they said in response?

A. I remember the fact that everything that

he was responding to was not right -- still full of

holes, rotten wood.

Q. Did they say anything in response to Mr. Powell's list of sins,

like we'll take care of

that, or did they argue with Mr.

Powell about whether or not it was done properly?

A. Oh, no, they started writing down everything. Mr. Powell started writing down everything.

Q. And did they then — after that,

There were some more attempts to fix things; is that correct?

A. Right. Mr. David Langille's concern was the crawl space. To tell you the truth –

Q. After that second inspection by Mr.

Langille in December approximately, did Home Paramount come back out again on one or more occasions and attempt to do further repairs?

A. Yes.

Q. How many occasions, if you can recall?

A. I cannot recall.

Q. More than one?

A. More than one.

Q. And the last one would have been in July

after your son was hurt?

A. Right.

Q. And then there was another -- the last inspection, third and last inspection by the City. Who was present at that time?

A. Mr. Powell and three other representatives from Home Paramount.

Q. Four people from Home Paramount?

A. Mr. Burns and Mr. David Langille.

Q. So you've got four people from Home Paramount and two from the City?

A. Uh-huh.

Q. And what did the City say besides, you flunked?

A. Expressed their disappointment and told them the same thing that they had been telling them

the whole time.

Q. And what did anybody from Home Paramount say in response to that?

A. They just listened.

Q. They just listened?

A. (Witness nods head.)

Q. They didn't say anything?

They didn't say we're going to fix it?

We'll get it right? Nothing?

A. No.

Q. Your answer is no?

A. I don't know. They talked among themselves.

Q. You weren't a party to that conversation?

A. I was standing there, but they talked among themselves.

Q. You could not hear them?

A. I heard them talk about fascia boards,

and I asked them what a fascia board was.

Q. Let me really try to cut to the chase

here. I want to know in that last

after that last" inspection, the conversation we're still talking

about, the six-way conversation you were there for,

did Home Paramount -- anybody from Home Paramount

acknowledge that there was still things that needed to

be done that had not yet been done correctly?

A. Yes, all four of Home Paramount's

representatives acknowledged that -- from David

Langille and now Mr. Burns that a whole lot of work

had to be done.

Q. And did they make any promises,

give any assurances that they would do that work?

A. Not this time.

Q. So your recollection is after this third

and last inspection, that Home Paramount – everybody there from Home Paramount acknowledged that they had yet to do what was necessary to do to make your house safe?

A. I asked him how about my kids.

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MR. BISCHOFF: Answer his question, please.

BY MR. PRICE: Q. If you can give me a yes or no, If possible .

A. Okay. Give me the question again

Q. -- and then you can explain all you want. Again, I'm trying to get the sense of what happened at this last inspection.

The City had two people there, Mr. Burns and Mr. Langille?

A. Yes.

Q. Home Paramount had four people there. There was an inspection. The City, again, came up

with a list of things that still needed to be done or had not been done correctly yet, correct?

A. (Witness nods head.)

Q. And Home Paramount acknowledged -- everybody from Home Paramount acknowledged that the City was correct?

A. Uh-huh.

Q. Now, my question is, did anybody from Home Paramount say again, we will do this, we will fix it, we will make it right?

A. Not to me.

Q. Did they say it to anybody, either gentleman from the City? Did they say to Mr. Burns or Mr. Langille, we'll fix this?

A. I don't know.

Q. Okay. So beyond acknowledging the list of problems, they didn't say -- you heard nothing else of any substance said by anybody from Home Paramount about when, if ever, they would do anything to make

this good?

A. They had a conversation. There was a

conversation; I didn't hear it.

Q. And after that, the City told you that you. had to move out?

A. That it was unsafe. They was explaining to Home Paramount that it was unsafe, especially in the area where my son fell through; that wood was still rotten and full of holes.

Q. Let me put it another way: How long after that day was it that you were told you had to vacate the premises?

A. That day.

Q. That day.

A. (Witness nods head)

Q. So ---

A. Called Strawberry Banks.

Q. You moved out that day and never moved

back again?

A. Never.

Q. How old was your son when this happened,

the accident to Cornelius I'm talking about?

A. He was twelve or thirteen.

MR. PRICE: That's all I've got.

FURTHER EXAMINATION

BY MR. ZAHN:

Q. Did you still own the house?

A. I do. Yes,

Q. Are you still making mortgage payments on it?

A. I am. Yes,

Q. Have you tried to do any -- hired anybody to do any repairs yourself to the house?

A. No.

Q. I notice in some of the documents you've produced that you and your children, I think, went to some psychiatric group, psychological counseling as a result of this?

A. (Witness nods head.)

Q. Is that accurate?

A. That's accurate.

Q. And is that because of Cornelius' fall or

is that just generally what happened as a result of this accident?

A. What happened as a result of this accident?

Q. By your purchase of the property?

A. Happened to purchase of the property, what happened to Cornelius, you know, standing in a shelter, what happened afterwards leaving your home. Very devastating.

Q. You said you had been undergoing a lot of stress, and that was part of it. Was there any other stress going on in your life at that time?

A. No. This took up all my time.

Q. Were you employed when this happened?

A. Yes, I was.

Q. How were you employed?

A. Denny's.

Q. Denny's in Newport News? Hampton?

A. Hampton.

Q. Are you employed now?

A. Yes.

Q. Where are you employed now?

A. Denny's.

MR. ZAHN:

That's all the questions I

(To the United States Supreme Court on this day November 27, 2006 Page 94 is completely missing for the record, I can only hope that I remembered that my First Attorney was there at the last Inspection and John Pane refuse to show- up at this meeting.

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COMMONWEALTH OF VIRGINIA AT LARGE to wit:

To the best of my knowledge and belief,

Shelly J. Rushworth, RPR, a Notary Public for the

Commonwealth of Virginia at Large, of qualification in

the Circuit Court of the City of Norfolk, Virginia,

and whose commission expires August 31, 2001, certified that the within deponent, JOYCE PATTERSON-BEGGS, appeared before her at Virginia Beach, Virginia, as hereinbefore set forth; and after being first duly sworn by her, was thereupon examined

upon, her oath by counsel; that her examination was recorded in Stenotype by her and reduced to typescript under- her direction; and that the foregoing transcript constitutes a true, accurate, and complete transcript. She further certified that by consent of counsel and the deponent, reading thereof and signature thereto were expressly waived. She further certified that she was not related to nor otherwise associated with any party or counsel to this proceeding, nor otherwise interested in the event thereof.

Given under my hand and notarial seal at, Norfolk, Virginia, this 17th Of April 2001 Signature by Scott D. Gregg, Notary Public

TAYLOE ASSOCIATES, INC.

Appendix B

Order

denying Petitioner' Writ of

Mandamus by Virginia

Supreme Court.

VIRGINIA: In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Tuesday the 7th day of March 2006.

Joyce Patterson-Beggs, Petitioner,
Against Record No: 052475
Linda Smith etc., et al.

Upon a Petition for a Writ of Mandamus

On consideration of this case, the Court is of opinion
That the writ of mandamus should not issue as prayed for.
It is Therefore ordered that the said petition be dismissed.
Upon further consideration whereof, the Court denies Petitioner's "motion to squash Kathy Gear Owens answers and request for sanctions" and "motion to strike Linda Smith Clerk of Court answers and request for cost."

A Copy.

Teste: SignatureBy: Lesley Kalacid

Deputy Clerk

Clerk Patricia L. Harrington

Appendix C

Petition Rehear in Bane filed in the Virginia Supreme Court

IN THE SUPREME COURT OF VIRGINIA

RECORD NO- 052475

Petitioner, Joyce Patterson-Beggs

v.

Respondents_ Linda Smith, clerk of Circuit of Hampton, Kathy Gear Owens, Del, Thomas D. Gear and Richard W. Zahn Jr. Former Attorney of Taylor & Walker_ P.C. & Brian D. Lytle

Rehearing En Bane of Writ of Mandamus / Civil Habeas Corpus

1.Now comes Joyce Patterson-Beggs to Petition for a Rehearing Enbanc for Reconsideration of this Extraordinary Writ of Mandamus_ which has taken the form of a Civil Writ of Habeas Corpus, due to lower Court continuous Patterning of Obstruction of Justice of Computer and Case file information during the

Jurisdiction of the Virginia Supreme Court and Petitioner request the granting of a Certificate of Appealability or be Granted a Civil Habeas Corpus for the following reasoning:

Said Respondent Linda Smith Clerk of the Hampton Circuit Court allegedly know by creating a new case No: 97-36817-01 without a Court Order would protect said Respondents in this Writ, by continuing the patterning to obstructing Justice during the Original Jurisdiction of this Virginia Court Supreme Court_ with Ghost Writing Conspiracy to accomplish result under Virginia code 8.01-380 A which states:

After a non-suit on new proceeding on the same cause of action or against the sanle party shall be had in any court other than that in which the no-suit was taken, unless that court is without jurisdiction, or not a proper venue, or other good cause is shown for proceeding in another court or when such new proceeding is instituted in a federal court.

If after a non-suit an improper venue is chosen, the court shall not dismiss the matter but shall transfer it to the proper venue upon motion of any party.))

2. This Conspiracy by all Respondents and Brian D. Lytle were to confuse the lower court to give fault weight to petitioner pleading by Ghostly tactics by all Respondents, causing the lower court [exclusion of Petitioner 's evidences for eight years].

3. Judge Williams C. Andrew III turned down Respondent Kathy Gear Owens, first Praecipe, she than used Staff of Brian D. Lytle to set case for trial, while in the Jurisdiction of the U.S. Supreme Court, with the absent of Kathy Gear Owens and her staff employees, to mislead this Judge as he returned to the lower Court appointed by Governor Mark Warner, while her brother, Del. Toni Gear used his position in the Virginia General Assembly to Block Judge Williams C. Andrews III,

re-appointment to the lower court, to allegedly cover his sister/clients Obstructive Filing, and the Petitioner's motion to add Defendants Home Paramount Pest Control Inc.& State Farm Insurance Company Inc. back to the original case at Bar 97-36817 under Virginia Code 8.01 -7 which states:

8.01-7. When court may add new parties to suit. -In any case i11 which full justice cannot be done, or the whole controversy ended, without the presence of new parties to the suit, the court, by order, may direct the clerk to issue the proper process against such new parties, and, upon the maturing of the case as to them, proceed to make such orders or decrees as would have been proper if the new parties had been made parties at the commencement of the suit. (Code 1950, § 8-129; 1977, c. 617.)

4. Whereas, Petitioner Request Kathy Gem: Owens to list all Respondents under her Representations, to allow the Petitioner to file a Default Judgment against Allied Broker Inc, along with statement by all Respondent of their participation in Ghostly Writing, Obstructive Filing, filing of Praecipe with-out the

jurisdictions/maturity, Violating 8.01 -271.1., providing false insurance documents signed by Affidavit. Citing, Bevil, Adm. v. Rawlings Co. (Weckstein, J.) No. CL03-623, April 6, 2005; Roanoke City Cir. Ct. VL W 006-8-052, 7 pp.: that had deprived the Petitioner of her Virginia and U. S. Constitutional Right's as stated in Writ of Mandamus, and a fair Appeal Process.

5. Whereas Petitioner request Computer information to be corrected, with the correct Name of Attorney Representing Allied Broker Inc. as the Lower Court, Over-ruled Brain D. Lytle representation of Allied Broker Inc as the Pro'se Ghost Writing Evidences shows.

6. Judge Williams C. Andrews III' Court Order on December 8,2005, allowed Petitioner to re-instate said defendants; Said Respondent Kathy Gear Owens allegedly

used her scheduling calendar [not have] available dates until August 30, 2005 and [did not respond nor answer Petitioner's Motion to Reinstate her client John Pane to (97-36817) May 3, 2005.

7. Whereas, Respondent Kathy Gear Owens only requested that John Pane be non- suited and not Allied Broker's Inc., leaving Allied Broker's Inc. 97-36817 open and pending on the lower court Docket.

8. Petitioner's Motion to Re-instate, John Pane, Home Paramount Pest Control Inc, and State Farm General Insurance Conlpany Inc., under 801-7, Were filed with-in six months in a timely matter, with proper filing fees, which were deleted from original case 97-36817, and placed under new case describe as a Petition 97-36817-01, without a Court Order by Respondent Linda Smith Clerk of Court, than transferring said phantom case to Judge Louis R. Lerner.

9. Most importantly, all cases under 97-36817_ 97-36817-01, 305-01, 97-37341 as of March 20, 2006, shows Plaintiff as Hampton Circuit Court, shows Defendant as Joyce Patricia Kathleen: Which is [not] the name of the Petitioner, See (rehearing evidence), which could service as the motive for these said Violation Under Article III of the Constitution of the United

States by all Respondents, and Manifest Constitutional Violations of depriving Petitioner and her Infants Civil Right's, Constitutional Right's, by Ghostly Writing Conspiracy, and fair Appeal process.

10. Judge Louis R. Lerner refused to initial Petitioner's Evidence to prefect her appeal during the process of this Writ, depriving her of the right to pursue an appeal from final judgment, as his past and future Legal Assistances lost/ destroy Petitioner Evidence.

11. Whereas., lower court has continue to playa major responsibility on behalf of Petitioner being deprived of her Fundamentals Right to Fairness. [With a pattern of Jurisdiction violations]

12. Whereas, Lower Court did not error in overruling Brain D. Lytle client Ann Pane

Shirley Mara & Petitioner's Realtor Carolyn Robinson joint demurrer of Representing Allied Broker's Inc., due to the Ann Pane and John Pane Devoice, leaving Ownership of Allied Broker

to John Pane of Pan co a diversified part of Allied Broker's Inc, which 'reconstructed the Petitioner's Home, with John Pane with-out a permit in Violation of the Statewide Building code, leaving her home with an unsound structure.

13. Therefore, Jurisdictions Violations of deleting said cases in the Original Jurisdiction of this pending Writ of Mandamus, after the Petitioner's filed Timely Notice of Appeal, with Proper Filing. With Manifest Constitutional Violations as stated in Writ of Mandamus, Petitioner should be granted said Writs, or Certification of Appealability in good faith to protest the Rule of Law & Fundamental Fairness, and not for delay.

Joyce Patterson-Beggs
312 South Willard Ave.
Hampton Va. 23663 757-265-7784
Fax No: 757-265-7784
March 22- 2006

Dear Hon. Clerk of the Supreme Court

I have made Correction to the Rehearing En Banc With word count and number lines I hereby, certify that I "Signature Joyce Patterson-Beggs", fax a copy of this corrected Rehearing Petition En Banc to the Following Respondents:

1. Richard W .Zahn Jr. at Crenshaw Ware & Martin bv Fax No: 757- 623- 5725 Address 2009 Inland Cove. Virginia Beach_ Va. 23454

2. Judge Andrew C. Wil1imTl III Fax No: 757-728-3505 & Judge Louis R. Lerner Fax No: 757-727- 3505 of Hml1pton Circuit Court 404 King's Way Mall Hampton Va. 23669-0040

3. Kathy Gear Owens.. at 47_ West Queens Wav.. Hampton Virginia 23669 Fax No_757- 722-9238 (757-722-2272)

4. Del Tom Gear.. Tomas D. Gear At 43 Mohawk D. Drive Hampton Virginia _23663.. Fax No: 757-825-19465. Brian D. Lytle_ 11801 Canon Boulevard.. Suite 200. Newport News.. 23606 Fax No: 757-595-4262 (757--595-)655)

6. Home Paramount Pest Control Company Inc. Attorney Christopher Weinkcn Fax No: 757- 625-1504 1300 First Virginia Tower 555Main Street P.O. Box 3490 Norfolk.. Va. 13514

7. State Farm General Insurance Company Attorney Theodore Brenner Fax No: 804-644-1354. 441 East Franklin Street. Suite 200. P.O. Box110_ Richmond, Va. 23218 0470

8. Linda Smith Attorney Jeff W. Rosen Fax No: 757-497-1914

Petitioner as Pro'se Mrs. Joyce Patterson-Beggs "Signature Joyce Patterson-Beggs

For said Rehearing Rules of Court on this 22 day of March

Petition for Rehearing En Banc

Directory: C:\Documents and Settings\Owner.HOME-\My Document

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Joyce Patterson-Beggs

Appendix D

Order Denying Petitioner's Rehearing in Bane

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Friday the 16th day of June, 2006.

Joyce Patterson-Beggs, Petitioner,

Against Record No. 052475

Linda Smith, etc., et al., Respondents.

Upon a Petition for Rehearing

On consideration of the petition of the petitioner to set aside the judgment rendered herein on the 7th day of March, 2006 and grant a rehearing thereof, the prayer of the said petition is denied.

A Copy, Teste: No Signature

Patricia L. Harrington, Clerk

By: original order signed by a deputy clerk of the Supreme Court of Virginia at the direction of the Court

Deputy Clerk

Appendix -E

Unbundled Leeal Services: Can the Unseen Hand be Sanctioned?

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One hot topic in legal ethics circles is the propriety of attorneys "ghost writing" pleadings for ostensibly pro se parties, i. e., in matters in which the attorney has not entered an appearance. The question has produced a handful of ethics opinions, some emotionally charged judicial commentary, and has attracted enough interest that it might some day be the subject of a specific Rule of Professional Conduct.

"Ghost writing" is, by its nature, a loaded term, suggesting the specter of unethical conduct. Certainly it was chastised as such in a fiery opinion by Judge John Kane, Johnson v. Board of County Commissioners, 868 F. Supp. 1226 (D. Colo. 1994), affd on other grounds, 85 F.3d 489 (10th Cir. 1996), the case which can be fairly credited for riveting the attention of Colorado litigators to the "ghost writing" issue. Kane's denouncement of a related issue -- partial representation of a client sued in

multiple capacities -- tersely summarizes the anti ghost writing viewpoint: "Whatever phantom is calling this tune, . . . , may not have it played in this court." 868 F. Supp. at 1230.

Depending upon your viewpoint, ghost writing is either an insidious and deceitful way for ostensibly pro se litigants to gain an unfair advantage and attorneys to shirk their duties as officers of the court, or a victory for consumers' rights, merely one aspect of another hot topic among legal ethicists, the so-called "unbundling of legal services."

The Case for Exorcising the Spectral Hand

Three principal arguments for prohibiting ghost written pleadings are most frequently advanced: (1) Fed. R. Civ. P. 11(b) (or the state equivalent) provides that an attorney's signature constitutes a certification that the pleading is well-founded in fact and law and not interposed for any improper purpose; (2) Model Rule of Professional Conduct ("RPC") 8.4, whose several provisions generally prohibit dishonest or misleading conduct by attorneys; and (3) federal law, and the law of some states,

requires that preferential treatment, principally in the form of lower standards, be given to pro se litigants by virtue of their unrepresented status. The fault with these general arguments against ghost writing, as well as with the arguments supporting the practice, is that the
specific circumstances and consequences of each phantom pleading must be considered. As in most other matters of legal ethics, application of an uncompromising rule, applied in an uncritical manner, will yield unjust results frequently, and ethical results purely by accident.

The Rule 11 "hard liners" contend that it is unlawful and unethical for an attorney not to sign a pleading the attorney has substantially prepared. Rule 11 itself does not support this position; the rule provides that an attorney's signature is a certification, not that an attorney must sign every pleading he or she has had a hand in preparing. Moreover, there are situations in which an ethical attorney will be unwilling to sign any pleading because of consequences completely unrelated to Rule 11.

For example, in many, if not most, jurisdictions, entry of appearance is accomplished with the stroke of a pen; the signing of any pleading accomplishes the entry of appearance. See, e.g., D.C.COLO. LR 83.5(B); Colo. R. Civ. P. 121, § 1-1(1). Litigators are all too keenly aware that the courthouse door swings more easily inward than outward. Many jurisdictions, including Colorado, take the position that, once having entered an appearance, an attorney is duty-bound to see a matter through to conclusion. People v. Demarest, 801 P.2d 6, 7(Colo. App. 1990) ("We further recognize the general rule that counsel who undertakes to conduct an action impliedly stipulates that he will prosecute it to a conclusion. ") (citing Riley v. District Court, 181 Colo. 90, 507 P.2d 464 (Colo. 1973)). Accord People v. Ray, 801 P.2d 8, 9 (Colo. App. 1990); Anderson, Calder & Lembke v. District Court of Larimer County, 629 P.2d 603,604-05 (Colo. 1981). Accordingly, it is not uncommon for an attorney's plea to withdraw from a case on the grounds that the client has ceased paying to fall upon deaf or unsympathetic judicial ears. While attorneys should not be allowed to "sign out" as easily as they can "sign into" a case, so long as the key to the courtroom exit is held by a potentially unsympathetic judge,

those lawyers who have before found themselves caught in the Venus flytrap of the ease of entry of appearance will be naturally reluctant to sign any pleading if the client's ability to afford full representation is questionable.

Another common situation in which an attorney may be reluctant to sign on Rule 11 's dotted line is when a potential plaintiff comes calling on the eve of the running of the statute of limitations. If the client has left no time for the attorney to verify facts, how can an ethical lawyer certify that he has conducted a reasonable investigation? Until such an investigation has been made, how can the attorney assess his or her willingness to enlist for the duration of the case? In such a situation, it is obvious that an attorney cognizant of Rule 11 must not sign the complaint. But it is a false Hobson's choice, and decidedly not in the interest of justice -- in any meaningful sense of the word -- to conclude that the attorney must either falsely certify the complaint under Rule 11 (a clear ethical violation), or permit the statute of limitations to run, depriving the client of a claim and exposing the attorney to a malpractice action on the theory that representation was

undertaken negligently, or, more absurdly, that the lawyer should have undertaken representation. { HYPERLINK ..http://www.mgovg.comlethics/ghostwr1.htm.. \l "N_1_" }

Another, thornier situation where legal services might be unbundled, are those
instances in which insurance defense counsel has been retained by the insurer to provide defense only, even though there are meritorious counterclaims which might and ought to be stated if the insured were in a position to be able to afford full legal representation. If
the client is unable to afford insurance counsel, who is already knowledgeable about the case, to provide full representation, the option of the insured to retain separate counsel to

prosecute its counterclaims is illusory. Yet, at least in Judge Kane's courtroom, partial representation of the client may not be allowed. See Johnson, 868 F. Supp. at 1230-31.

In situations such as those described above, the alternatives are either no assistance of counselor, provided the attorney is

willing to unbundle legal services, limited assistance of counsel, which may not extend to the execution of pleadings or appearance in the case. In the author's opinion, the latter is plainly preferable to the former.

The Rule 11 hard liners who would not admit the existence of this possibility ignore not only the language of Rule 11 itself, but of the first rule of civil procedure, that all the rules "shall be construed and administered to secure the just, speedy and inexpensive determination of every action." Fed. R. Civ. P. 1 (emphasis added). While Rule 11 provides that an attorney's signature is a certification that the pleading is well-grounded in fact and law, the converse, that the absence of an attorney's signature is the hallmark of a spurious and frivolous pleading, is hogwash. Having debunked the hard line Rule 11 position, the RPC 8.4 argument must also fall; it is no more misleading or deceitful for an attorney to ghost write a meritorious pleading than it is proper for an attorney to sign a frivolous and groundless pleading. The real issue is not the presence or absence of a lawyer's signature, but the intended or reasonably foreseeable effect of the unseen assistance of counsel.

The third argument made in support of an anti-ghost writing rule -- that in federal courts and some jurisdictions pro se pleadings are treated more leniently -- is considerably stronger than the Rule 11 argument. This rule, rooted in the edict of the Supreme Court's decision in Haines v. Kerner, 404 U.S. 519,520 (1972), was the foundation of Judge Kane's concern in Johnson, supra. Moreover, as litigators know, even in those jurisdictions whose black-letter law provides that pro se litigants are to be given no preferential treatment, the reality is that they frequently are. Even the most ardent disciple of stare decisis will, if not bend over backwards, at least incline some degree in that direction when dealing with a pro se litigant, if only in the interest of "bulletproofmg" appellate review. Accordingly, if the spectral solicitor knows that a pleading regarding which he has provided substantial assistance will be used in a jurisdiction which either, as a matter of law or practice, favors pro se litigants, the attorney's hand, even if not identified, must be acknowledged to avoid a foreseeable unfair effect. This duty need not take the form of the attorney signing the pleading, but can be as effectively discharged by the

attorney conspicuously indicating in the pleading, perhaps in the signature block, "prepared with the assistance of counsel," or words to similar effect. Numerous ethics bodies considering this issue have reached the same conclusion. See infra.

The Case [grA Beetle Juice Ba"ister

In assailing the Rule 11 hard line position, the author does not suggest that the best representation is for an attorney to operate the levers of justice from behind a curtain like the Wizard of Oz, nor to appear only in cameo. Even simple litigation requires a myriad of daily decisions by someone trained and experienced in law. An attorney who is only

partially engaged, figuratively and/or literally, is a danger to himself and to the client, and should so advise the client. Further, there is a substantial risk that the client and attorney may bargain for unbundled, limited assistance, only to have a court hold the attorney to a more encompassing duty should the lawyer-coached client's case go south. Although the Model Rules permit an attorney to limit the scope of representation,

RPC 1.2(c), there is foreseeable and understandable judicial reluctance to "downsize" the standard of care. See generally, Cohen, Afraid of Ghosts, 83 A.B.A. J. 80 (Dec. 1997) (warning against the malpractice potential inherent in "sort of' representing a client). Agreeing to author, but not sign, pleadings undoubtedly creates an attorney-client relationship, and requires that
the attorney fulfill all the duties normallr owed to a client, even though the scope of
representation is limited. The attorney must exercise caution that unseen assistance will not result in a fraud on the court or other litigants -- such as creating an illusion of pro se representation if the forum's rules require leniency be granted only to truly pro se parties -- for this would violate Rule 8.4's prohibition against directly or indirectly engaging in dishonest conduct. The attorney must also be mindful that the principal of unbundled legal services does not support the unauthorized practice of law; if it would be unlawful for an attorney to appear in a particular matter directly, it is no less unlawful for the attorney to "disappear." See Iowa Opinion 94-35 (May 23, 1995) (attorney-serviceman stationed, but not licensed, in

Georgia, may not prepare pleadings for nonlawyers in Georgia).

However, some legal assistance is preferable to none at all, and if the client is unable to afford the complete panoply of the attorney's skills, it should not consequently be deprived of all of them. The authors of the Model Rules of Professional Conduct recognized this in adopting RPC 1.2(c): "A lawyer may limit the objectives of the representation if the client consents after consultation." This is not simply an issue of indigent representation; many attorneys could not themselves afford uninsured legal representation. If justice is to be practically available for all, if the litigation is not to become literally "the sport of kings," unbundling legal services must apply litigation services, too. See generally Colo. Bar Ass'n Opinion 101, Unbundled Legal Services (Jan. 17, 1998) (recognizing, but declining to address the issue of ghost writing).

The Law

Although the ethical rules implicated in the ghost writing debate are clear, no consensus has emerged regarding the

ethical or legal propriety or procedure by which counselors may proffer a phantom pen.

The few published opinions express severe reservations regarding unbundled litigation services. Johnson, supra, concluded that the undisclosed assistance of counsel in drafting pleadings, "necessarily causes the court to apply the wrong tests in its decisional process and can very well produce unjust results," 868 F. Supp. at 1231, violates Rule 11, id., and is "ipso facto lacking in candor," id at 1232 (citing RPC 1.2(d)). Laremont-Lopez, supra, held that ghost writing:

(1) unfairly exploits the Fourth Circuit's mandate that the pleadings of

pro se parties be held to a less stringent standard than pleadings drafted by lawyers. . . , (2) effectively nullifies the certification requirement of Rule 11 . . . and (3) circumvents the withdrawal of appearance requirements of Rule 83.1(G) of the Local Rules for the United States District Court for the Eastern District of Virginia

[permitting withdrawal only by order of the court and after reasonable client notice].

986 F. Supp. at 1078 (citations omitted). Another court properly granted a motion to compel disclosure of whether "behind the scenes" legal assistance was being provided an ostensibly pro se party:

Plaintiff argues that she has a legal fight [sic] to proceed pro se, whether or not she is an attorney. She also argues against any "unlawful intrusion into privileged information." . . . The court has no quarrel or disagreement with these propositions. But they miss the point. The court does not propose to deny plaintiff the right to proceed pro se. Nor does it propose the invasion of privileged information. In this instance, however, plaintiff has sought to invoke the leniency of the court when she may not have a right to assert her pro se status for that purpose. Both the court and the parties, moreover, have a legitimate concern that an attorney who substantially participates in a case at least be identified and recognize the possibility that he or she may be required to enter appearance

as counsel of record and thereby accept accountability for his or her participation, pursuant to Rule 11 and the rules of professional conduct applicable to attorneys. The grounds urged by plaintiff to deny the requested information do not trump the valid reasons for providing it on the record.

Wesley v. Don Stein Buick, Inc., 987 F. Supp. 884, 887 (D. Kan. 1997) (citations omitted).

Ethics opinions have generally been more supportive of ghost writing as an unbundled legal service, though they have differed as to what kind of notice of legal assistance should be provided. See, e.g., Kentucky Bar Ass'n Opinion E-353 (Jan. 1991) (lawyer's name, but not signature, must appear on pleadings); N.Y. City Bar Ass'n Opinion 1987-2 (document must state "Prepared by Counsel," but attorney need not be identified); Iowa State Bar Ass'n Opinion 96-31 (1997) (proper for lawyer to prepare pro se pleadings provided court is informed of lawyer's identity); New York State Ethics Opinion 613 (1990) (reaching a similar conclusion). Other ethics bodies see no reason for any identification of legal assistance to appear. See, e.g., Maine

Ethics Commission No. 89 (Aug. 31, 1988); Los Angeles County Bar Ass'n No. 483 (March 20, 1995); Alaska Bar Ass'n Ethics Committee No. 93-1 (March 19, 1993) (noting "that judges are usually able to discern when a pro se litigant has received the assistance of counsel in preparing or drafting pleadings"). See also Virginia Bar Ass'n Opinion 1127 (1988) (Virginia

attorneys may assist pro se litigants in preparing pleadings, briefs and discovery requests without entering an appearance).

Conclusion

The value of unbundling litigation services for clients is self-apparent. The risk to attorneys who may find themselves held accountable for a larger duty than they thought was bargained for is only slightly less obvious. A bright-line rule regarding ghost writing is neither possible, nor desirable; careful consideration must be given to the circumstances of each case and the rules of each forum. Instead, the author suggests the following standard be used in assessing the ethics of adopting the nom de plume of one's client: if the intent or reasonably

foreseeable effect of ghost writing is that the court or another party will be misled or that a pro se litigant will obtain an unfair advantage, the act of ghost writing, if not the identity of the spectral scrivener, must be made known. The court may always compel the pro se litigant to identify the assisting counsel, if it believes there is a need. If, on the other hand, no deceit or unfair advantage is either intended or reasonably likely to occur, the assisting lawyer's hand may remain unseen and unknown.

Whether such a standard will be adopted in Colorado remains to be seen. For now, those practicing in federal court would be wise to carefully consider Johnson, supra, and should at least insist that the pro se pleading indicate the assistance of counsel. However, the test proposed stands on solid footing, both as a matter of current ethics and social policy and, at least amongst bar ethicists, appears to be the "better rule. "

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1. The suggestion of one court, that the "better practice" in

this scenario "would be for counsel to acknowledge draftsm[illegible]ip of the complaint. . . by signing and filing it and simultaneously filing a motion to withdraw as counsel accompanied by an appropriate explanation and brief," Laremont-Lopez v. Southeastern Tidewater Opportunity Center, 968 F. Supp. 1075, 1077 n.2 (E.D.Va 1977), assumes a benevolent and understanding judiciary, and trust that the motion to withdraw will be granted. Bad experiences have taught many litigators to not be so trusting. Moreover, the suggested motion to withdraw would be tantamount to an admission that the attorney had violated Rule 11.

{HYPERLINK ..http://www.mgovg.comlethics/index.html.. } to the first page of Charles Luce on Legal Ethics and the Practice of Law.

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF HAMPTON PART II

JOYCE PATTERSON-BEGGS, Plaintiff,

CAS E NO. : CL97036817-01

-vs

ALLIED BROKERS,INC., et al, Defendants.

BEFORE: The Honorable Louis R. Lerner, Judge of the aforesaid Court.

DATE: October 21, 2005.

PLACE: Hampton, Virginia.

APPEARANCES:

MS. JOYCE PATTERSON-BEGGS, pro se.

MS. KATHY GEAR OWENS, Counsel for John Pane.

MR. THEODORE BRENNER,

Counsel for State Farm General Insurance.

MR. RICHARD W. ZAHN, JR., Counsel for Home Paramount.

Reported by:

Beth B. Chandler, Court Reporter

ORIGINAL

ALVIS & CHEESEBREW, INC.
208 Waters Road, Chesapeake, Virginia 23322
Phone: (757) 382-9060 Fax:' (757) 549--0369

(The court reporter was first duly sworn.)
THE COURT: We're here this afternoon in the matter of Joyce Patterson-Beggs, B-e-g-g-s, versus Allied Brokers, Incorporated, doing business as Panco Service. This matter was nonsuited on November the 1st by order entered December the 8th of the year 2004. Subsequent to that nonsuit, Ms. Beggs filed a motion to enter new evidence, and State Farm General Insurance Company responded. Ms. Owens, Kathy Owens, responded on behalf of Allied Brokers. It says Allied Brokers, Inc., et ale
MS. OWENS: I represent John Pane, who trades as Panco Service Company. It has nothing to do with Allied Brokers.

Allied Brokers is represented by other counsel, and I believe –

THE COURT:

Now I think I've got this.

Ms. Owens, you represent John Pane, trading as Panco, correct?

MS. OWENS: Yes, sir.

THE COURT: Mr. Zahn, you represent -- you've made a special appearance on behalf of Home Paramount at the last hearing, and Mr. Brenner with State Farm General Insurance.

MR. BRENNER: Correct.

THE COURT: And as a result of this motion for new evidence in a case that has been nonsuited, there were several responses, one of which was a letter from Ms. Owens asking for dismissal and protective order, one from Mr. Lytle saying he's already gotten his protective order. There was a subpoena duces

tecum that was issued by Ms. Beggs in this matter to Mr. Thomas Lee Gear, and he's responded to that.

Then there was a rather bizarre motion to squash dismissal and protective order, another motion to squash dismissal and protective order, a motion to squash motion for judgment. The defendant made a motion for judgment allegedly. Then there was a hearing notice set for today's date, in which John Pane, trading as Panco Service Company,

made a motion that -- motion for summary judgment, motion for dismissal and protective order for consideration and entry by this Court. Subsequent to that,

there was some letter filed. I don't know who submitted this letter. This is a

letter to Mr. Ken Gillis, RJNW Incorporated, P. O. Box, Charlotte, North Carolina, from Stroud, Pence & Associates, Limited, dated December the 11th, 2003, a year before the motion to nonsuit.

So, Ms. Patterson-Beggs, what we have is a

motion for you -- made by you as a pro se plaintiff to

introduce new evidence in a case that has been non-suited is that correct?

MS. PATTERSON-BEGGS: No. That's not correct, Your Honor.

THE COURT: Okay. What is it? MS.

PATTERSON-BEGGS: What's missing and what's missing from the computer is a motion to reinstate said defendant that was filed within the six-month statute of limitations.

THE COURT: There's a motion to reinstate?

MS. PATTERSON-BEGGS: Yes, Your Honor.

That is missing from the files.

I've tried -- I've called the Virginia State Bar to try to get that in there, to make sure that you see it, because that is so vital.

THE COURT: A motion -- you called the Virginia State Bar. Now, how would the Virginia State Bar

MS. PATTERSON-BEGGS: They control the

computers -- not the bar, but -- I'm sorry -- the Virginia Supreme Court. I apologize.

The Virginia Supreme Court. They have a section that handles the computers, and the plaintiff motion to reinstate said defendant was in the computer, and then it was taken out of the computer.

THE COURT: You as a plaintiff have nonsuited the case, or the case was nonsuited back on December the

8th of 2004. It was nonsuited. So my question is, what basis do you believe that you are before this Court? When you nonsuit a case, do you understand the case is over until you refile the case?

MS. PATTERSON-BEGGS: Exactly.

THE COURT: And you have a statutory period in which to refile the case. Have you refiled the case?

MS. PATTERSON-BEGGS: Yes, Your Honor. I refiled the case.

THE COURT: How did you do that?

MS. PATTERSON-BEGGS: I did that according to a

reinstatement of defendant because the defendant -

THE COURT: Well, no. How did you as plaintiff get reinstated? You asked that a defendant be reinstated in a case in which the case doesn't exist. How are you going to put a defendant back in the case if the case -- do you understand what a nonsuit is? Let me ask you that. Do you understand what a nonsuit is?

MS. PATTERSON-BEGGS: Yes. But the judge -

THE COURT: You have to go back and start all over again. Do you understand that?

MS. PATTERSON-BEGGS: The judge -- the defendant, John Pane, put forth a praecipe in why this case was in the jurisdiction of the U.S. Supreme Court, Your Honor. And Judge Andrews gave -- our files was not

here. So therefore, the plaintiff could not have a fair trial. The objection is noted. I was given a choice to have a trial or to nonsuit the defendant, and those are the only options I had. And my objection to that was on file, and it was

stipulated between the defendant, Kathy 5Gear Owens, and myself and the judge that I had six months to re-suit the defendant.

THE COURT: Okay. You had six months to reinstitute the suit. So the question is, did you reinstitute the suit from November 1st, year 2004, some time six months after that?

MS.PATTERSON-BEGGS: Before the six months, Your Honor.

THE COURT: Did you do that?

MS. PATTERSON-BEGGS: I did it in compliance with -

THE COURT: If you did that, do you have a receipt for your filing?

MS. PATTERSON-BEGGS: Yes. The receipt is with the Court downstairs. I paid for the filing fee and reinstated the case.

THE COURT: Do you have the receipt?

MS. PATTERSON-BEGGS: I don't have that receipt, Your Honor, but I do have that motion in front of me.

THE COURT: You have a motion, but was the

motion granted? Chronologically, my file shows this, Ms. Patterson-Beggs: There was an order of nonsuit, November 1, 2004. There was an objection filed by you, objection to judge decision giving the plaintiff only two choices, and then there's a paragraph one, I assume, and then you say, carriage out the trial. I don't know what that means, carriage out the trial -

MS. PATTERSON-BEGGS: I meant carried. I'm dyslexic.

THE COURT: -- set the trial or nonsuit the defendants, and you filed this objection.

And then there's something in the Supreme Court, a motion for leave in case the file out of time, writ of certiorari under extraordinary circumstances. And I don't have a copy of how the Supreme Court ruled on that, if they ruled at all on that. Do you have a copy? How did the Supreme Court handle that? Did they give you a writ of certiorari on that?

MS. PATTERSON-BEGGS: When they looked -

THE COURT: That's a yes-or-no question.

Did they give you a writ of certiorari on it?

MS. PATTERSON-BEGGS: It was denied, Your Honor.

THE COURT: Okay. So we're back to square -
we're back to the nonsuit status, and you say that you filed a reinstatement?

MS. PATTERSON-BEGGS: Yes, Your Honor.

THE COURT: You filed a motion to reinstate
said defendant.

MS. PATTERSON-BEGGS: Allied Brokers.

THE COURT: Well, there's a difference. You
have to -- a motion to reinstate a defendant is not the same, Ms. Patterson-Beggs, as reinstating the case. You have not reinstated the case itself. You have not refiled
the case.

MS. PATTERSON-BEGGS: Your Honor, that's
because Allied Brokers was never represented. Allied Brokers was never even released.

THE COURT: For the record, what is that that you're holding up?

MS. PATTERSON-BEGGS: Okay. For the record, I am holding up

here an order, Your Honor, that is dated March the 17th, 1998. It was during the amended motion of judgment. Mr. Atlee was hired on behalf of -- Mr. Richard Y. Atlee was hired on behalf of John Pane to represent John Pane, and Mr. Lytle was the other attorney. And they -- and the Courts overruled Mr. Lytle for handling Allied Brokers.

Mr. Lytle objected to that order, Your Honor, but continued to use Allied Brokers. So Allied Brokers was never represented. As a matter of fact, even a default judgment. So the case was not dismissed, just John Pane. And I can bring this forward for Your Honor to see.

THE COURT: No. You don't need to bring that forward because I don't know that that has anything to do with what we're talking about today. It's a nice chart, but I don't know what it has to do with what we're doing today. I have a note here. Whatever you believe a motion to reinstate defendant is was filed May the 2nd,the year 2005. Your drop-dead date on reinstating your suit - even if I were

to consider a motion to reinstate a defendant, a refiling of the suit -- even if I were to do that, you're beyond the six month requirement.

MS. PATTERSON-BEGGS: Your Honor, it was -- it was entered into the court in April.

THE COURT: I've got it clocked in on May the 2nd, ma'am. I can tell you, in 32 years in both the practice and on the bench, I've never seen a motion to reinstate said defendant, but even if that is what you believe it to be, you didn't file it in time.

MS. PATTERSON-BEGGS: From December 8, Your Honor,it says -- it says on -

THE COURT: When you say "it says," what is it that you're referring to?

MS. PATTERSON-BEGGS: There is a Virginia law, and it pretty much -

THE COURT: Tell me what pretty much -- just tell me what you believe it says, and give me the code section. Is it a rule?

Is it a Supreme Court rule, or is it a code section?

MS. PATTERSON-BEGGS: It's a code section,

Your Honor, and -

THE COURT: Okay. Would you like to cite that

for the record, please?

MS. PATTERSON-BEGGS: Yes, Your Honor. It's in my motion.

Okay. Your Honor, it's Virginia Code 8-01-229 (sic).

And under EC (sic), it says, A motion of judgment is cited --

is said code -- I'm sorry, Your Honor. Let me start again.

I'm dyslexic. I get real nervous reading in front of people.

A motion of judgment is cited in said code to recommence

the plaintiff actions, especially suffering a nonsuit by

defendant's actions in bad faith -- and that is to file a case

-- put forth a praecipe towards the Court why this Court -

- why this -- why jurisdiction was in the place of the

Virginia Supreme Court, and this has been the

ongoing kind of ghostly tactics that's been happening in

this case since Mr. Atlee successfully moved the Court to have

Mr. Lytle not represent Allied Brokers. And it said, no need -- in that statute, it also says, There's no need for a motion of judgment to commence -- recommence the action, Your Honor. It continues on.

MS. OWENS: Sorry, Judge. I'm not sure what code section she's citing.

MS. PATTERSON-BEGGS: It's the same code that you cited.

THE COURT: Cite the number.

MS. OWENS: Which paragraph number?

MS. PATTERSON-BEGGS: Oh, okay. It's E3.

MS. OWENS: And where did -- I'm sorry. Where she was reading from, I don't see it in the language.

MS. PATTERSON-BEGGS: I do have a copy, If Counsel could just give me a -

MS. OWENS: I have a copy of the code, if you'd like to read it.

MS. PATTERSON-BEGGS: Oh, sure. Okay.

MS. OWENS: Where is the language you just read from?

MS. PATTERSON-BEGGS: I would read this, but do you have the other front page? There's five pages to this one.

MS. OWENS: I'm just curious where you read that law from. It's not in the law book that I have.

MS. PATTERSON-BEGGS: There is -- there is five pages to this

MS. OWENS: But you told me it was E3.

MS. PATTERSON-BEGGS: Okay. E3 says, If a plaintiff suffer a voluntary nonsuit as prescribed in 8101-380 (sic), the statute of limitation with respect to each action shall be tolled by the commencement of a nonsuit action -- which is continuing. I looked up commencement. This is continuing. The plaintiff may recommence -- which is continuing -- his actions within six months from the date of the order entered by the Court, which is December 8th, or with the original period of limitations or within the limitation period as provided by subdivision B1, which period is longer. This toll provision shall apply irrespectively of whether that action is original filed in the federal or state court and recommenced in any order (sic) court and shall apply to all actions irrespectively of whether they arise under

common law or statute. And also, Your Honor, it says, B, which is constructive filing, if my memory have me correct -- where it said B, which is also cited in the plaintiff motion to overrule the defendant summary motion, it says obstruction

Filing by defendant. I'm going to turn this upside down and read. I am Very dyslexic. I see upside down.

When the filing of an action is obstructed by a defendant, which the plaintiff have addressed the Court, has moved the Court because the praecipe was set in violation of the United States Supreme Court jurisdiction, and it says, I, filing a petition in bankruptcy or filing a petition for an extension or arrangement under the United States bankruptcy or using any other direct or indirect means to obstruct the filing of an action, then the time that

should obstruct has continued shall not be counted as any part of the period within the action must be brought, Your Honor.

THE COURT: So you tell me how that waives ~~any~~ six-month requirement.

MS. PATTERSON-BEGGS: Your Honor -

THE COURT: I mean, you read it very well, but it still doesn't tell me how you get by the six-month requirement. How do you get by that?

MS. PATTERSON-BEGGS: Okay. You had December 8th. January 8th -

THE COURT: No. No. No. You've got November 1.

MS. PATTERSON-BEGGS: It says by the court

order, Your Honor. The court order was entered December 8th. I'm sorry.

THE COURT: Your response, Ms. Owens?

MS. OWENS: Judge, it is the date the order was entered.

THE COURT: Thank you. Go ahead. So now your argument has to become, how is a motion to reinstate a defendant the same thing as a motion to reinstate the entire proceeding?

MS. PATTERSON-BEGGS: The entire proceeding Was started by Allied Brokers. Allied Brokers -

THE COURT: No. No. Listen to the question. Explain to the Court -- that's me -- why you believe a motion to reinstate a defendant who is only one part of the suit -- you haven't asked to be reinstated as Joyce Patterson Beggs, plaintiff. You have only asked to reinstate a defendant. So if I were to grant the motion to reinstate a defendant, I would have a defendant before the Court. The defendant must defend. The defendant must defend against the allegations made by the plaintiff. You have not timely asked to have the plaintiff reinstated in this matter. All you asked for is a reinstatement of a defendant. So tell me how I get by that, if you can.

MS. PATTERSON-BEGGS: Your Honor, because

Virginia Code 6.105-6 (sic) states that a defendant can be added or taken along with the plaintiffs. Allied Brokers was already on the calendar and never been represented.

Allied Brokers was never nonsuited.

THE COURT: The matter was nonsuited.

No one was on the docket. Once the nonsuit is taken, everybody goes home. The plaintiff goes home. The defendant goes home. The shadow defendant, perhaps, Home Paramount, Goes home. State Farm, who never said that they have any interest in this, but in case the Court rules that they have an interest, they want to be represented in it, everybody went home. Those three defendants went home. You went home. You came back and filed a motion that one of the defendants come back in the case, but there isn't any case, because it's been nonsuited. There's no case. You have a defendant. Even if I were to grant that motion, it would serve no good purpose, because you're not back here. You've been nonsuited.

MS. PATTERSON-BEGGS: Well, Your Honor, I would like to move the Court to --

THE COURT: To change the rules? I can't change the rules, ma'am.

MS. PATTERSON-BEGGS: No. Not to change the rules, but, Your Honor, I would like to move the Court

that obstructive filing -- I only nonsuited just John Pane, Your Honor, not Allied Brokers. Allied Brokers was never defended. Allied Brokers was not represented by Mr. Brian D. Lytle. Even though he continued, Your Honor, he actually denied a judge order denying him to represent Allied Brokers, which would have been a conflict of interest, knowing that the divorce went through, and Mr. Atlee followed the rules of professional conduct. He was successful in court to get Judge Ford to overrule Mr. Lytle's demurrer. That's why when the plaintiff approached the Court for clarification, Mr. Lytle refused. They did not want the courts to know this. The Court has been misled, Your Honor.

THE COURT: I have a procedural problem, ma'am. You haven't reinstated your case in a timely manner. Thank you. Ms. Owens, your response? You're before the Court on this motion. How does your client respond on a motion to reinstate the defendant?

MS. OWENS: Your Honor, the motion to reinstate does not state a cause of action, nor was it served on my client or anyone else. We'd suggest to the Court that, due to her nonfiling, 8.01-229E3, she's late in refiling the action. I waited to make sure. I did

show the Court in my motion for summary judgment a copy of her reinstatement that she mailed to -- or faxed to me on April 30, which does not state a cause of action, does not ask for any relief other than she talks about joining parties and wants to reinstate the case on the docket, but it is not a refiling. It has not been served as such, and I'm asking the Court to dismiss this action, order summary judgment for my client, Panco, John Pane, trading as Panco Service Company, and ask the Court to issue a protective order to stop further filings in this matter.

THE COURT: As to her motion to introduce new evidence, how do you respond?

MS. OWENS: There would be no motion to introduce new

evidence since there is no case pending.

THE COURT: Thank you.

MS. Owens I'd suggest to the Court also, On

OWENS: behalf of the other named defendants previously in the lawsuit, and I explained to the Court that they were previously in the lawsuit prior to my nonsuit order – Home Paramount has already received judgment in their favor. Allied Brokers has already received judgment in their favor. The only party that was left in this matter was John Pane, trading as Panco. I set the case with a praecipe. It was objected to because I personally didn't appear at docket

call to set the trial date. Ms. Patterson-Beggs felt that there was something wrong with that, but I did have it set at docket. She was well aware of it. We came to trial. She then said -- and the judge had the file with him. I have my notes. She filed a motion to delay the trial. The case -- Court denied that.

She argued that there was no pretrial conference order that had been entered. The Court said no one requested one; therefore, it was not necessary. And at that point, the judge inquired of Ms. Patterson-Beggs if she was ready to proceed with trial. She said no, and -- well, actually, she called a witness. She called herself as the first witness, and then she took a nonsuit on the case. So at this point, Judge, there was nobody left but Mr. Pane, and I tried to get this matter tried. Ms. Patterson-Beggs was unable to try it on the date that it was set for trial. For whatever reason, she chose to take the nonsuit, and at this point, we're asking the case be dismissed.

THE COURT: Mr. Zahn still continues to make a special appearance on behalf of Home Paramount; is that correct?

MR. ZAHN: Yes, sir. We were simply notified -- Home Paramount was just dropped from the case

in '97 or 8

THE COURT: Yes, sir. But you continue to appear?

MR. ZAHN: Yes, sir.

THE COURT: And Mr. Brenner on behalf of State Farm General Insurance, how -

MR. BRENNER: State Farm General was added sometime probably after Mr. Zahn's client was dismissed, but this Court sustained its demurrer in September of 2001, and State Farm continues to be served with pleadings. There are these oblique allegations about State Farm and the agent for State Farm and the fact that State Farm may insure some of the defendants in liability policies. It's very difficult to tell whether she's making any claims against State Farm, but as long as it appears that she is, I've been instructed to appear and protect State Farm's interest.

We have filed a response, and the response that we filed asks for a sanction that I find being granted more and more in courts across the Commonwealth in cases where you have repetitive filings, which is, of Course, we believe are entitled under 271.1 to require the plaintiff, before they make any further filings relating to the

subject matter, to obtain permission of the judge

before making filing, sort of a probable cause type of thing. If Ms. Patterson-Beggs files a cause of action against my client on any matters relating to this, I say, fine. She should be able to bring it. But in light of all of the repetitive filings that she's made, very many repetitive filings, I think my client shouldn't be continually caused to come in and defend itself in a case that has no merit, and we suggest a sanction which would require Ms. Paterson-Beggs to present any proposed filing from now into the future to a judge of the court to determine whether it's a proper filing at least as a preliminary matter. And if not, not allow the filing to be made and to require my client to expend the resources to defend it.

THE COURT: The Court will rule as follows, Ms. Patterson-Beggs: The motion to reinstate the defendant, a defendant, is denied. Your motion to introduce new evidence, denied.

Your motion to squash the dismissal and protective order, when, in fact, it should be motion to quash, is denied. Your motion to squash, when again it should be motion to quash, the motion for judgment is denied.

The motion for dismissal and protective order is granted as to Mr. John Pane, trading as Panco. Motion

for dismissal and protective order as to any status of Home Paramount is granted.

The motion for the dismissal and protective order also goes to State Farm General Insurance. Motion for summary judgment is granted. Ms. Owens, would you prepare the order, submit it for circulation? You're now under a protective order. If you file any other pleadings in this matter, ma'am, they will come to me from the clerk, and I will determine if, in fact, they should be heard or not, without any further notice to any of the parties. Note your exception to my ruling, ma'am.

MS. PATTERSON-BEGGS: Yes. I object, and I would like to

appeal the decision, Your Honor.

THE COURT: That's fine. You can note your appeal.

MS. PATTERSON-BEGGS: And I would like to change venue. Is that possible -- to a federal court?

THE COURT: You're asking me for legal advice. I cannot give you legal advice.

MS. PATTERSON- BEGGS: No, Your Honor.

I would like to move the Court to change venue to federal court. There is federal violations that has taken place.

THE COURT: You're asking me to do what?

MS.PATTERSON-BEGGS: I'm moving the Court to

request -- I'm requesting a change of venue.

THE COURT: I've already ruled. Thank you.

MR. BRENNER: Judge, with respect to the motion that I made, I think what I heard the Court say in extending -- were you essentially granting the motion that I made?

THE COURT: Exactly.

MR. BRENNER: I have a sketch order here, If the Court wants to just -

THE COURT: Well, I -

MR. BRENNER: -- while Ms. Beggs is here, extend it to all defendants, we may get it signed and out of here today.

THE COURT: Okay. Let's do that. Let me see what that order says.

MR. BRENNER: Trying to circulate it around under these circumstances may be very time-consuming.

THE COURT: Show this to the other counsel.

Thank you.

MS. PATTERSON-BEGGS: Would the appeal date start today, Your Honor, my motion to appeal?

THE COURT: Yes, ma'am.

MR. BRENNER: One of the parties -

THE COURT: Do you think that you could mark that up enough for today, Counsel?

MR. BRENNER: This doesn't have the denial of Ms. Beggs'

various motions.

THE COURT: That's what I -- I would prefer to do it all at once. Do it all at once. Thank you. And I agree. It's time-consuming, but -

MR. BRENNER: It is, and I mean -

THE COURT: -- it still needs to be done.

MR. BRENNER: We can do this, and I am just hopeful that we'll have cooperation with respect to endorsing it, but if not, we'll just -

THE COURT: Send it here, and I'll take a waiver.

MR. BRENNER: I believe -- if we have another hearing, and maybe Ms. Beggs can be made to understand, we're going to be asking for monetary relief.

THE COURT: The next time -- if you file pleadings again without the permission of this Court and have these individuals served -- they're now protected by this Court -- if you file pleadings again, Ms. Patterson-Beggs, they can request sanctions against you, and the sanctions can be monetary. Do you understand?

MS. PATTERSON-BEGGS: I do, Your Honor, as my Plea is ghostly tactics here.

THE COURT: Do you understand?

MS. PATTERSON-BEGGS: I really don't understand, Your Honor, because of the fact that I approached them for dates. I don't get them. Then the Courts say my documents, my pleadings are not in. I don't get a judge or anyone to answer the pleadings. Things are changed in the courthouse and the courtroom. This is manifest constitutional violations. I don't understand why, after these defendants had destroyed our family, left our home rotting, caused us to suffer like this family here for so many years -- it's not fair.

MR. BRENNER: Judge, the only thing I would ask is that Ms. Beggs be apprised of her obligation to endorse the order, even though she doesn't agree with it, because that would cause -

THE COURT: There will be a signature line.

MS.OWENS: I call Ms. Beggs normally when these are ready, and she usually brings -- and I will put an "I've seen and objected," and then she normally will write -

THE COURT: I've seen that. So you'll have every opportunity to write your objections on the order, but you are obligated to sign it. Do you understand that?

MS. PATTERSON-BEGGS: Yes.

THE COURT: You can add to it what you want, but you're obligated to sign it.

MS. PATTERSON-BEGGS: But, Your Honor, why couldn't we work this way with the plaintiff? I mean, their motion comes through, but -

THE COURT: You are the plaintiff.

MS. PATTERSON-BEGGS: - nobody objected to the motion to reinstate the defendant. This is just unfair.

THE COURT: Okay. You can say that when you sign the order, but you are obligated to sign the order, ma'am. Thank you.

(The proceeding was concluded.)

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C E R T I F I CAT E

COMMONWEALTH OF VIRGINIA

CITY OF HAMPTON, to-wit:

I, Beth B. Chandler, certify that the foregoing is a true and correct transcript of the testimony and proceedings adduced in the case of Joyce Patterson-Beggs versus Allied Brokers, Inc., et al, on October 21,

2005. I further certify that I am not a relative or employee or attorney or counsel of any of the parties or a relative or employee of such attorney or counselor financially interested in the action. Given under my hand this _3rd day of August 2006.

Court Reporter Signature Beth B. Chandler

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